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**Notice of Special Meeting  
UNIVERSITY OF HAWAI'I  
BOARD OF REGENTS**

*Board business not completed on this day will be taken up on another day and time announced at the conclusion of the meeting.*

**Date:** Thursday, June 2, 2022  
**Time:** 11:30 a.m.  
**Place:** University of Hawai'i at Mānoa  
Information Technology Building  
1st Floor Conference Room 105A/B  
2520 Correa Road  
Honolulu, HI 96822

**See the Board of Regents website to access the live broadcast of the meeting and related updates:** [www.hawaii.edu/bor](http://www.hawaii.edu/bor)

**AGENDA**

- I. Call Meeting to Order**
- II. Public Comment Period for Agenda Items:**

All written testimony on agenda items received after posting of this agenda and up to 24 hours in advance of the meeting will be distributed to the board. Late testimony on agenda items will be distributed to the board within 24 hours of receipt. Written testimony may be submitted via the board's website through the testimony link provided on the [Meeting Agendas, Minutes and Materials](#) page. Testimony may also be submitted via email at [bor.testimony@hawaii.edu](mailto:bor.testimony@hawaii.edu), U.S. mail at 2444 Dole Street, Bachman 209, Honolulu, HI 96822, or facsimile at (808) 956-5156.

Those wishing to provide oral testimony virtually may register [here](#). Given the constraints with the format of hybrid meetings, individuals wishing to orally testify virtually must register no later than 7:00 a.m. on the day of the meeting in order to be accommodated. Registration for in-person oral testimony on agenda items will also be provided at the meeting location 15 minutes prior to the meeting and closed at the posted meeting time. It is highly recommended that written testimony be submitted in addition to registering to provide oral testimony. Oral testimony will be limited to three (3) minutes per testifier.

All written testimony submitted are public documents. Therefore, any testimony that is submitted orally or in writing, electronically or in person, for use in the public meeting process is public information and will be posted on the board's website.

- III. Agenda Items**
  - A. Consent Agenda
    - 1. Approval of Amendments to Regents Policy 10.201, Interests in Real Property

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For disability accommodations, contact the Board Office at (808) 956-8213 or [bor@hawaii.edu](mailto:bor@hawaii.edu). Advance notice requested five (5) days prior to the meeting.

2. Approval of Lease Between the University of Hawai'i and the North Shore Community Land Trust at Waiale'e Agricultural Research Station
  3. Approval of Lease Between the University of Hawai'i and Double J Livestock Ranch at Waiale'e Agricultural Research Station
  4. Approval for the Disposition by Transfer of Real Property at 4956 Kāhala Avenue, Honolulu, Hawai'i 96816 (Jean Charlot Residence)
- B. Approval of Authorization to Amend Pre-Closing (Pre-Construction) Agreement with Greystar Development Services, LLC for Development of a Multi-Family Rental Housing Facility at the Former NOAA Site
- C. Approval of Authorization to Finalize and Execute the Agreement for Services Between Hawaiian Airlines, Inc. and the University of Hawai'i Relating to Airline Transportation Services at a Fixed Price
- D. Board Self-Assessment

**IV. Executive Session (closed to the public):**

- A. Real Estate Matters and Legal Matters: *(To deliberate concerning the authority of persons designated by the board to conduct labor negotiations or to negotiate the acquisition of public property, or during the conduct of such negotiations, and to consult with the board's attorneys on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities, pursuant to Section 92-5(a)(3) and 92-5(a)(4), Hawai'i Revised Statutes)*
1. Pre-Closing (Pre-Construction) Agreement with Greystar Development Services, LLC for Development of a Multi-Family Rental Housing Facility at the Former NOAA Site
- B. Personnel: *(To consider the hire, evaluation, dismissal, or discipline of an officer or employee, where consideration of matters affecting privacy will be involved, pursuant to Section 92-5(a)(2), Hawai'i Revised Statutes)*
1. Evaluation of the President
  2. Evaluation of the Executive Administrator and Secretary of the Board of Regents

**V. Agenda Items (Continued)**

- A. Adoption of Resolution Honoring University of Hawai'i Regent Simeon Acoba
- B. Adoption of Resolution Honoring University of Hawai'i Regent Benjamin Kudo

**VI. Announcements**

- A. Next Meeting: July 7, 2022, at University of Hawai'i at Manoa

**VII. Adjournment**



UNIVERSITY  
of HAWAII  
SYSTEM

UNIVERSITY OF HAWAII  
BOARD OF REGENTS

Kalbert K. Young  
Vice President for Budget and Finance  
Chief Financial Officer

'22 MAY 26 A 7:53

DTS 22508

May 25, 2022

TO: Randolph G. Moore  
Chair, Board of Regents

Alapaki Nahale-a  
Chair, Committee on Planning and Facilities  
Board of Regents

VIA: David Lassner  
President

FROM: Kalbert K. Young  
Vice President for Budget and Finance/Chief Financial Officer

SUBJECT: REQUEST FOR REVISIONS TO BOARD OF REGENTS POLICY  
(RP) 10.201, INTERESTS IN REAL PROPERTY

**SPECIFIC ACTION REQUESTED:**

It is requested that the Board of Regents approve the revision of RP 10.201 (Interests in Real Property) to reflect the Administration's proposed policy changes.

**RECOMMENDED EFFECTIVE DATE:**

Upon approval of the Board of Regents.

**ADDITIONAL COST:**

There are no additional costs associated with this request.

**PURPOSE:**

Board of Regents Policy RP 10.201 describes the approvals required for University real property transactions, including: (a) Board of Regents approval for all real property transactions involving the disposition or acquisition of real property in fee simple or by lease or equivalent interest exceeding five (5) years; (b) Board of Regents delegation of authority to the president and his/her designees to approve all other real property transactions; and (c) the submittal to the Board of Regents of an annual list of real property transactions approved by the president and his/her designees.

The intent of the policy revisions is to provide clarity regarding the real property transactions that require Board of Regents approval and the University signing authority for real property agreements. The Administration is considering the implementation of one or more executive policies to supplement the University's current policies on real property: RP 10.201 and Administrative Procedure AP 8.300.

**BACKGROUND:**

Executive Policy EP 2.201, Section III.C. provides that Regent policies shall be reviewed every three years and amended policies may be drafted, vetted and adopted at any time as may be needed. RP 10.201 was last amended on April 21, 2016. The attached proposed policy revisions have been prepared in consultation with the Office of Strategic Development and Partnership and reviewed by the Office of General Counsel.

The Administration has prepared these revisions in response to the Board of Regents request to update RP 10.201. These proposed revisions to RP 10.201 include the following:

- Adding specificity by defining a "Lease;" definition. Current RP version does not explicitly define a lease;
- Updating the University's policy, practices, and decision-making regarding real property and interests in real property. These revisions would clarify and outline more specific parameters as to when board approvals are required for real estate transactions;
- Updating by adding more specificity as to the type of real property transactions that require Board of Regents approval;
- Updating the type of real property transactions that may be approved by the president and his/her designees;
- Clarifying the signing authority for the University's execution of real property documents; and
- Allowing the establishment of one or more executive policies to implement the updated responsibilities set forth in RP 10.201.

Board Chair Randolph G. Moore  
Committee Chair Alapaki Nahale-a  
May 25, 2022  
Page 3 of 3

**ACTION RECOMMENDED:**

It is recommended that the Board of Regents approve the proposed revisions to RP 10.201 (Interests in Real Property) to reflect the Administration's proposed policy changes.

**Attachments:**

RP 10.201 original  
RP 10.201 redline  
RP 10.201 clean

c: Kendra Oishi, Executive Administrator and Secretary of the Board



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Regents Policy Chapter 10, Land and Physical Facilities

Regents Policy RP 10.201, Interests in Real Property

Effective Date: Apr. 21, 2016

Prior Dates Amended: Oct. 20, 1978; Dec. 12, 1986; am: Oct. 18, 2002; Oct. 20, 2005;  
Oct. 31, 2014 (recodified)

Review Date: August 2019

### **I. Purpose**

To set forth policy on interests in real property.

### **II. Definitions**

No policy specific or unique definitions apply.

### **III. Policy**

A. It is the board's intent that the university's policy, practices and decision-making regarding real property and interests in real estate, shall: (1) promote and support the mission and goals of the university in education, research, service and economic development; (2) advance principles and practices of sound environmental stewardship and sustainability; (3) ensure that alternative actions are considered, investigated and analyzed; (4) be fairly priced in the context of applicable fair market values and other relevant factors; (5) generate revenue from real property not critical to long range plans for the university to support the university's core mission; and (6) be consistent with and support long range plans that have been approved by the BOR.

B. The Board of Regents shall review and approve all real property transactions for the disposition or acquisition of real property in fee simple or by lease or equivalent interest with a term exceeding five (5) years, including amendments and extensions thereof; provided, however, the president has the discretion to present to the board for approval any transactions involving real property that may impact a significant public interest.

C. The president and his/her designees are delegated the authority to approve all other real property transactions under this section including, but not limited to, leases or equivalent interests with a term of five (5) years or less in duration, licenses, easements, rights-of-entry, and other agreements involving the use and occupancy of real property, and any amendments and extensions thereof.

D. On an annual basis, the president shall provide the Board of Regents with a list and description of all such actions that have taken place under this delegated approval.

E. For actions that come to the board pursuant to this section, the board shall be provided with an analysis and supporting documentation that allows it to assess the terms of the transactions, as well as the recommended action's compliance with the intent of this policy. Actions that come to the board involving the fee title to real property should be accompanied by a recent appraisal conducted by a licensed real estate appraiser. Actions that come to the board involving a lease or equivalent interest with a term exceeding five (5) years, including amendments or extensions thereof, will be accompanied by supporting documentation that the president deems appropriate.

F. In the event that a board approved transaction does not occur within one year of board approval, then that transaction shall be presented to the board with updated and current information prior to the transaction occurring.

G. Real property transactions approved by the board under this section shall be executed by the president and one other university officer, after review and approval by the Office of General Counsel. All other real property transactions shall be: (1) executed on behalf of the university by the president or his/her designees and (2) subject to review and approval by the Office of the General Counsel as requested by the president.

H. The president shall promulgate executive policies to implement the responsibilities set forth in this Section 10.

#### **IV. Delegation of Authority**

The president is delegated the authority to approve certain transactions as set forth above.

#### **V. Contact Information**

Office of the Vice President for Administration, 956-6405, [jgouveia@hawaii.edu](mailto:jgouveia@hawaii.edu)

#### **VI. References**

A. <http://www.hawaii.edu/offices/bor/>

#### **Approved:**

approved as to Form:

/S/  
Cynthia Quinn  
Executive Administrator and  
Secretary of the Board of Regents

04/21/2016  
Date





Regents Policy Chapter 10, Land and Physical Facilities  
Regents Policy RP 10.201, Interests in Real Property

Effective Date: ~~Apr. XXX XX, 2022~~<sup>21, 2016</sup>

Prior Dates Amended: Oct. 20, 1978; Dec. 12, 1986; am: Oct. 18, 2002; Oct. 20, 2005;  
Oct. 31, 2014 (recodified); ~~Apr. 21, 2016~~

Review Date: August ~~2019~~<sup>2025</sup>

### I. Purpose

To set forth policy on interests in real property.

### II. Definitions

~~No policy specific or unique definitions apply.~~

~~"Lease" refers to the exclusive right, subject to conditions, to possess and use land for a term of years, whether the university is the lessor or lessee, involving payments by or to the university of \$100,000 or more per year.~~

### III. Policy

~~A. It is the board's intent that the~~Real property transaction goals and objectives. The university's policy, practices, and decision-making regarding real property and interests in real estate, shall: (1) promote and support the mission and goals of the university in education, research, service, and economic development; (2) advance principles and practices of sound environmental stewardship and sustainability; (3) ensure that alternative actions are considered, investigated and analyzed; (4) be fairly priced in the context of applicable fair market values and other relevant factors; (5) generate revenue from real property ~~not critical to long range plans for the university to support~~in a manner that supports the university's core mission; and (6) be consistent with and support long range plans that have been approved by the ~~BOR~~board, such as the Integrated Academic Facilities Plan and the applicable campus long range development plan.

~~B. The Board of Regents shall review and approve all real property transactions for the disposition or acquisition of real property in fee simple or by lease or equivalent interest with a term exceeding five (5) years, including amendments and extensions thereof; provided, however~~

B. Real property transactions requiring board approval. Except as set forth herein, the board shall review and approve all of the following real property transactions: (i)

the disposition or acquisition of real property in fee simple; (ii) a lease with an initial term (including any options to extend) exceeding five (5) years; (iii) a lease extension where the initial lease term was five (5) years or less, but with the extension the overall lease term would exceed five (5) years; and (iv) any lease extension that would result in the lease lasting more than three (3) years past the end of a lease term previously approved by the board. An amendment to a lease previously approved by the board involving any of the following requires further board approval: (a) a material change in authorized use(s), or (b) a material change in lease rent or other amounts payable under the lease unless such change is pursuant to terms contained in the originally approved lease.

Notwithstanding the above, the president has the discretion to present to the board for approval any transactions involving real property that may impact a significant public interest.

C.C. Real property transactions that may be approved by the president. The president and his/her designees are delegated the authority to approve all ~~other~~ real property transactions ~~under this section not requiring board approval~~, including, ~~but not limited to, leases or equivalent interests without limitation, leases~~ with a term of five (5) years or less in duration, ~~and regardless of their duration, real property agreements that are not leases as defined in this policy, such as licenses, utility and access easements, rights-of-entry, leases involving payments of less than \$100,000 per year by or to the university~~, and other agreements involving the use and occupancy of real property, and any amendments and extensions thereof.

D.D. Annual report of president-approved real property transactions. On an annual basis, the president shall provide the ~~Board of Regents board~~ with a list and description of all ~~such actions~~ real property transactions that have ~~taken place under this~~ been approved pursuant to the authority delegated to the president and his/her designees.

E. Supporting documentation for the board related to real property transactions. For transactions that require board approval=

~~E. For actions that come to the board pursuant to this section~~, the board shall be provided with ~~an~~ analysis and supporting documentation that ~~allows it allow the board~~ to assess the terms of the transactions, as well as ~~the recommended action's compliance whether or not the transactions comply with the intent of this policy.~~ ~~Actions that come to the board~~ The president may determine the supporting documentation that is submitted, provided that for transactions involving the acquisition or disposition of fee simple title to real property, the supporting documentation should ~~be accompanied by~~ include a recent appraisal conducted by a licensed real estate appraiser. ~~Actions that come, except where acquisition is from a governmental entity at no or minimal cost to the board involving a lease or~~

~~equivalent interest~~ university or disposition is to a governmental entity to be used for governmental (and not commercial) purposes. For leases, the board shall be provided with ~~a~~ the administration's plans for how long the subject property is to be used, i.e., long-term exceeding five (5) years, including amendments or extensions thereof, will be accompanied by supporting documentation that the president deems appropriate or permanent, short-term or interim, or as-yet-undetermined.

F. Required updates for real property transactions. In the event that a board- ~~approved~~ transaction does not occur within one (1) year of board approval, then that transaction shall be presented to the board with updated and current information prior to the transaction ~~occurring~~being completed.

~~G.G.~~ Execution of real property transaction documents. Real property transactions approved by the board under this ~~section~~policy shall be executed ~~by the president and one other university officer,~~ after review and approval as to form by the Office of General Counsel- ~~(OGC), by:~~

1. the president, and
2. the vice president for budget and finance/chief financial officer, or one of the following university officers:
  - a. the vice president for administration,
  - b. the vice president for community colleges (if the property involved is a part of or affiliated with a community college campus), or
  - c. the chancellor of the University of Hawai'i, Hilo or the University of Hawai'i, West Oahu (if the property involved is a part of or affiliated with their respective campuses).

(i) All other real property transactions shall be: ~~(1)~~ executed on behalf of the university by the president or his/her designees ~~and (2) subject to,~~ after review and approval as to form by ~~the Office of the General Counsel as requested by the president~~OGC.

H. Executive policies. The president ~~shall~~may promulgate one or more executive policies to implement the responsibilities set forth in this ~~Section 10~~board policy.

#### IV. Delegation of Authority

The president is delegated the authority to approve certain transactions as set forth above.

**V. Contact Information**

Office of the Vice President for ~~Administration, 956-6405, Budget and Finance/Chief Financial Officer, (808) 956-8903, kalbert@hawaii.edu~~

**VI. References**

- ~~A.~~ <http://www.hawaii.edu/offices/bor/>

**Approved:**

~~approved~~ **as to Form:**

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~~Cynthia Quinn~~

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~~Kendra Oishi~~

Date

Executive Administrator and  
Secretary of the Board of Regents



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Regents Policy Chapter 10, Land and Physical Facilities

Regents Policy RP 10.201, Interests in Real Property

Effective Date: XXX XX, 2022

Prior Dates Amended: Oct. 20, 1978; Dec. 12, 1986; am: Oct. 18, 2002; Oct. 20, 2005;  
Oct. 31, 2014 (recodified); Apr. 21, 2016

Review Date: August 2025

## **I. Purpose**

To set forth policy on interests in real property.

## **II. Definitions**

"Lease" refers to the exclusive right, subject to conditions, to possess and use land for a term of years, whether the university is the lessor or lessee, involving payments by or to the university of \$100,000 or more per year.

## **III. Policy**

A. Real property transaction goals and objectives. The university's policy, practices, and decision-making regarding real property and interests in real estate, shall: (1) promote and support the mission and goals of the university in education, research, service, and economic development; (2) advance principles and practices of sound environmental stewardship and sustainability; (3) ensure that alternative actions are considered, investigated and analyzed; (4) be fairly priced in the context of applicable fair market values and other relevant factors; (5) generate revenue from real property in a manner that supports the university's core mission; and (6) be consistent with and support long range plans that have been approved by the board, such as the Integrated Academic Facilities Plan and the applicable campus long range development plan.

B. Real property transactions requiring board approval. Except as set forth herein, the board shall review and approve all of the following real property transactions: (i) the disposition or acquisition of real property in fee simple; (ii) a Lease with an initial term (including any options to extend) exceeding five (5) years; (iii) a Lease extension where the initial Lease term was five (5) years or less, but with the extension the overall Lease term would exceed five (5) years; ~~and~~ (iv) any Lease extension that would result in the Lease lasting more than three (3) years past the end of a Lease term previously approved by the board. An amendment to a Lease

previously approved by the board involving any of the following requires further board approval: (a) a material change in authorized use(s), or (b) a ~~substantial~~material change in Lease rent or other amounts payable under the Lease unless such change is pursuant to terms contained in the originally approved Lease.

Notwithstanding the above, the president has the discretion to present to the board for approval any transactions involving real property that may impact a significant public interest.

C. Real property transactions that may be approved by the president. The president and his/her designees are delegated the authority to approve all real property transactions not requiring board approval, including, without limitation, Lleases with a term of five (5) years or less in duration, and regardless of their duration, real property agreements that are not Lleases as defined in this policy, such as licenses, utility and access easements, rights-of-entry, leases involving payments of less than \$100,000 per year by or to the university, and other agreements involving the use and occupancy of real property, and any amendments and extensions thereof.

D. Annual report of president-approved real property transactions. On an annual basis, the president shall provide the board with a list and description of all real property transactions that have been approved pursuant to the authority delegated to the president and his/her designees.

E. Supporting documentation for the board related to real property transactions. For transactions that require board approval, the board shall be provided with analysis and supporting documentation that ~~allow~~enables the board to assess the terms of the transactions, as well as whether or not the transactions comply with this policy. The president may determine the nature of the supporting documentation that is submitted, provided that for transactions involving the acquisition or disposition of fee simple title to real property, the supporting documentation should include either a recent appraisal conducted by a licensed real estate appraiser or an explanation as to why obtaining an appraisal is not feasible, except where acquisition is from a governmental entity at no or minimal cost to the university or disposition is to a governmental entity to be used for governmental (and not commercial) purposes. For leases, the board shall be provided with the administration's plans for how long the subject property is to be used, i.e., long-term or permanent, short-term or interim, or as-yet-undetermined.

F. Required updates for real property transactions. In the event that a board-approved transaction does not occur within one (1) year of board approval, then that transaction shall be presented to the board with updated and current information prior to the transaction being completed.

G. Execution of real property transaction documents. Real property transactions approved by the board under this policy shall be executed, after review and approval as to form by the Office of General Counsel (OGC), by:

1. the president, and
2. the vice president for budget and finance/chief financial officer, or one of the following university officers:
  - a. the vice president for administration,
  - b. the vice president for community colleges (if the property involved is a part of or affiliated with a community college campus), or
  - c. the chancellor of the University of Hawai'i, Hilo or the University of Hawai'i, West Oahu (if the property involved is a part of or affiliated with their respective campuses).

All other real property transactions shall be executed on behalf of the university by the president or his/her designees, after review and approval as to form by OGC.

H. Executive policies. The president may promulgate one or more executive policies to implement the responsibilities set forth in this board policy.

#### **IV. Delegation of Authority**

The president is delegated the authority to approve certain transactions as set forth above.

#### **V. Contact Information**

Office of the Vice President for Budget and Finance/Chief Financial Officer, (808) 956-8903, kalbert@hawaii.edu

#### **VI. References**

- <http://www.hawaii.edu/offices/bor/>

#### **Approved as to Form:**

**CLEAN**

**Proposed Additional Revisions Following 6/1/22 Planning and  
Facilities Meeting**

RP 10.201  
Page 4 of 4

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Kendra Oishi  
Executive Administrator and  
Secretary of the Board of Regents

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Date





UNIVERSITY  
of HAWAII®  
MĀNOA

College of Tropical Agriculture and Human Resources  
Founding College of the University of Hawaii  
Office of the Dean and Director of Research and Cooperative Extension

UNIVERSITY OF HAWAII  
BOARD OF REGENTS

DTS 22508

22 MAY 26 08:07

May 25, 2022

TO: Randolph G. Moore  
Chair, Board of Regents

Alapaki Nahale-a  
Chair, Committee on Planning and Facilities  
Board of Regents

VIA: David Lassner  
President

Kalbert K. Young  
Vice President for Budget and Finance/Chief Financial Officer

Michael Bruno  
Provost  
University of Hawaii'i at Mānoa

Michael Bruno  
Digitally signed by Michael Bruno  
Date: 2022.05.25 15:39:08 -10'00'

Alexandra French  
Chief Business Officer  
University of Hawaii'i at Mānoa

A S French  
Digitally signed by A S French  
Date: 2022.05.25 14:50:11 -10'00'

FROM: Nicholas B. Comerford  
Dean, College of Tropical Agriculture and Human Resources  
University of Hawaii'i at Mānoa

Nicholas Comerford  
Digitally signed by Nicholas Comerford  
Date: 2022.05.25 11:55:38 -10'00'

SUBJECT: REQUEST FOR BOARD OF REGENTS APPROVAL OF LEASE BETWEEN THE UNIVERSITY OF HAWAII AND THE NORTH SHORE COMMUNITY LAND TRUST FOR APPROXIMATELY 30.88 ACRES AT THE WAIALE'E AGRICULTURAL RESEARCH STATION

**SPECIFIC ACTION REQUESTED:**

We request the following as further discussed herein:

1. **Committee on Planning and Facilities:** Recommend to the Board of Regents the approval of a lease with a maximum duration of twenty-five years, between the University of Hawaii'i (University) and the North Shore Community Land Trust (NSCLT), for approximately 30.88 Acres at Waiale'e Agricultural Research Station ("Lease"). The material terms of the Lease are set forth in the attached Major Term Sheet.

3050 Maile Way, Gilmore Hall 202 Honolulu, Hawaii'i 96822-2271  
Telephone: (808) 956-8234, Fax: (808) 956-9105  
E-mail: ctahrdn@hawaii.edu

An Equal Opportunity/Affirmative Action Institution

2. **Board of Regents:** If the Committee on Planning and Facilities approves the above recommendation, approval of the Lease between the University and the NSCLT, for approximately 30.88 Acres at Waiale'e Agricultural Research Station.

**RECOMMENDED EFFECTIVE DATE:**

Upon approval of the Board of Regents.

**ADDITIONAL COST:**

The Lease is not anticipated to increase costs to the University. The Lessee will be responsible for all improvements, utilities, and maintenance of the Premises.

**BACKGROUND:**

The University acquired ownership of the Waiale'e Property in 1958 when the Territory of Hawai'i set aside the Waiale'e Property to the University by Governor's Executive Order No. 1848 issued on May 16, 1958 ("EO") after approval by the Territory of Hawai'i's Board of Public Lands. The State Board of Land and Natural Resources ("BLNR") subsequently approved the cancellation of the EO and the transfer of fee simple title to the Waiale'e Property to the University at BLNR's meeting held on February 11, 1994. This approved transaction was not implemented or completed. Nevertheless, the University's position has been that lands set aside to the University are owned in fee simple by the University.

Historically, the Waiale'e Property has been used for research and experimental farm purposes consistent with the EO purpose. The College of Tropical Agriculture and Human Resources ("CTAHR") at one time used much of the Waiale'e Property for research and farm purposes, including the raising of livestock, such as cattle, swine, sheep, and poultry. Farm operations were active and robust from about 1961 through the mid 1980s. Sufficient income was being generated during that time through the sale of eggs, chickens, swine, and cattle so that the operation was generally self-sustaining. Crop research continued for quite some time within the Waiale'e Property until the early 2000s.

Farm operations began to decline in the late 1980s with poultry being the first phase out, followed by the phase out of swine, and eventually cattle with the collapse of the local beef industry. There were a number of factors that contributed to the decline, including: (a) the retirement or loss of many of the primary research faculty that had been conducting long-term on-site research; (b) the increasing number of regulatory requirements (such as animal care standards, environmental regulations, and land use approval conditions); (c) the decline of related agricultural industries (such as the virtual collapse of the local beef and dairy industries); (d) decline in CTAHR student enrollment, particularly after the closing or scaling back of the local livestock industries; and (e) the increasing operational costs, including animal feed,

veterinary care, and the maintenance and upkeep of the farm facilities such as the cottages within the Property serving as accommodations for farm personnel.

At present, CTAHR is not currently using the Property, and has been diligent in its coordination with multiple State and County agencies in the removal of abandoned vehicles, clearing the property of illegal trespassers, and maintaining security, upkeep and clearing, as well as the ongoing coordination with our two potential lessees who currently hold short-term use and occupancy agreements to clear and manage the Property.

Approximately \$1.6M in Capital Improvement Projects ("CIP") for Waiale'e was released by the Governor in October 2021. CTAHR is working with its design consultant in finalizing a priority list of projects which further reduce the University's liabilities at Waiale'e, including the decommissioning of the existing oxidation pond and wastewater system, demolition of the jailhouse and other structures in disrepair, as well as potential fencing and security measures along the property boundaries and Kamehameha Highway frontage.

The NSCLT has previously volunteered to assist the University with leading community clean ups on the makai-side property in order to restore and preserve cultural and environmental features. The NSCLT has also involved UH students to lead their efforts. The NSCLT was founded in 1997 to protect, steward, and restore the scenic beauty, cultural heritage, and natural landscapes of the North Shore of O'ahu. The NSCLT and its partners have raised over \$75M towards the protection of over 4,000 acres of land on the North Shore of O'ahu. The NSCLT has been involved in land stewardship and conservation projects for a number of large-tract parcels on the north shore, including at Turtle Bay, Waimea Valley, Pūpūkea-Paumalū, and Kahuku Point.

The Waiale'e Property consists of approximately 130.85-acres of land that comprise of Tax Map Key parcel Nos. (1) 5-8-001: 007, 013, and 055 ("Property"). The proposed lease to NSCLT ("Lessee") is for TMK parcel No. (1) 5-8-001: 055 ("Premises"). The NSCLT was granted a Use and Occupancy Agreement entered into on November 6, 2020. It allowed NSCLT to use the parcel for cultural and agricultural uses, including community clean up days, wetlands restoration, as well as lo'i kalo and loko i'a restoration. Under the proposed rent terms of the Lease, the University will receive a rental fee of \$1 for the Term of the Lease. The Initial Term of the Lease is for fifteen (15) years; and the University may grant an extension for ten (10) years after the Initial Term for a maximum term of twenty-five (25) years. While the University will not be generating revenue on the Premises, it is advantageous to reduce overall costs to the University. The Lessee will be responsible for all improvements (exclusive of the jailhouse and oxidation pond which are to be removed by the University), utilities, and maintenance of the Premises.

#### **APPLICABLE REGENTS POLICY:**

Under Board of Regents Policy RP 10.201, the Board of Regents' approval is required for this real property transaction because it is a lease interest with a term exceeding five years. The six

decision-making considerations enumerated under Board of Regents Policy RP 10.201.III.A are addressed in turn as follows.

1. *Promote and support the mission and goals of the university in education, research, service, and economic development.*

None of the alternatives considered by CTAHR for the Waiale'e Property appear feasible at this time (further discussion below with respect to Criteria #3). With CTAHR's scaling back of farm operations at the Waiale'e Property, CTAHR's use of the Waiale'e Property does not promote or support the mission and goals of the University in education, research, service, or economic development as effectively or efficiently as it previously did. The dramatic increase in the commute time between the UH Mānoa campus and the Waiale'e Property has made it effectively impractical to use the Waiale'e Property as an active instructional, hands-on experience venue for animal science majors or pre-vet students.

2. *Advance principles and practices of sound environmental stewardship and sustainability.*

In its Waiale'e farm operations, CTAHR has strived to advance the principles and practices of sound environmental stewardship and sustainability. In fact, CTAHR conducted research on some innovative green technology processes such as installing and operating bioreactors to convert animal and agricultural waste into biofuel and/or fertilizer. It is much more difficult to maintain such principles and practices of stewardship and sustainability given the reduced scale of CTAHR's farm operations at the Waiale'e Property. Lessee will engage in wetlands restoration; lo'i kalo (wetland taro farm) restoration; loko i'a (fishpond) restoration; the care and production of plants and animals consistent with the restored wetlands, lo'i kalo, and loko i'a; and other accessory and supportive uses and activities.

3. *Ensure that alternative actions are considered, investigated and analyzed.*

While CTAHR's farm operations at the Waiale'e Property were once vibrant and robust, this is no longer so. CTAHR has explored various alternatives, including short-term uses such as arrangements with: (i) local agricultural concerns to raise livestock and selected crops; (ii) potential operators to conduct limited agrotourism related activities; (iii) a renewable energy firm to evaluate the use of the mauka parcel and other marginal use areas (steep slopes) for windfarm purposes; (iv) equestrian ranchers to use portions of the Property for grazing and the raising of horses; (v) various interests in producing value-added bio-products and bio-fuels; (vi) State government agencies for agriculturally related uses; and (vii) the contractor for a nearby government water pipeline project to rent/use a portion of the Waiale'e Property for a temporary construction baseyard.

On a longer-term basis, CTAHR engaged in discussions with Department of Land and Natural Resources (DLNR) about returning all or portions of the Waiale'e Property to the State. DLNR was not receptive to the return of all or portions of the Waiale'e Property. A proposal to transfer the Waiale'e Property to the State's Agribusiness Development

Corporation ("ADC") in 2018 was unable to get the necessary ADC approvals to complete the transfer.

4. *Be fairly priced in the context of applicable fair market values and other relevant factors.*

Under the proposed rent terms of the Lease, the University will receive a rental fee of \$1 for the Term of the Lease. The Lease will save University costs associated with maintaining the Premises as described above.

5. *Generate revenue from real property not critical to long range plans for the university to support the university's core mission.*

While not conceding that the Waiale'e Property has no future value or use, it is not critical to the University's current long-range plans, and CTAHR has not been able to implement any Waiale'e Property uses that advance its mission or have the potential of generating revenue (subject to ceded land payment issues). CTAHR has been evaluating the feasibility of alternatives as described above and others but has not been able to determine any with promising revenue generating potential. While the University does not anticipate generation of revenue on the Premises, it is advantageous to reduce overall costs to the University. The Lessee will be responsible for all improvements (exclusive of the jailhouse and oxidation pond which are to be removed by the University), utilities, and maintenance of the Premises.

6. *Be consistent with and support long range plans that have been approved by the BOR.*

CTAHR has relocated its livestock raising operations to an expanded area within CTAHR's Waimānalo research station. From a longer-term perspective, CTAHR does not have any near-term plans for active farm operations within the Waiale'e Property.

**ACTION RECOMMENDED:**

1. Committee on Planning and Facilities: Recommend to the Board of Regents the approval of the Lease between the University and Lessee for Premises.
2. Board of Regents: If the Committee on Planning and Facilities approves the above recommendation, approval of the Lease between the University and Lessee for Premises.

Attachment: Major Term Sheet

c: Kendra Oishi, Executive Administrator and Secretary of the Board

**MAJOR TERM SHEET**

**LEASE AGREEMENT**

between

**UNIVERSITY OF HAWAI'I**

and

**THE NORTH SHORE COMMUNITY LAND TRUST**

covering

Approximately 30.88 Acres at the

Waiale'e Agricultural Research Station

TMK No. (1) 5-8-001: 055

**1. Parties.**

- a. **Fee Owner/Lessor:** University of Hawai'i (by executive order).
- b. **Lessee:** The North Shore Community Land Trust, a domestic nonprofit corporation ("Lessee").

**2. Property, Premises, Improvements.**

- a. **Property.** Approximately 130.85-acres of land owned by UH that are part of the Waiale'e Agricultural Research Station designated as TMK Nos. (1) 5-8-001: 007, 013, and 055, having an address of 58-160 Kamehameha Highway, Pūpūkea, Hawai'i 96712 ("Property").
- b. **Current Land Use Restrictions.**
  - (1) Zoning: AG-2 General Agricultural District.
  - (2) State Land Use District: Agricultural District.
  - (3) Special Management Area: In SMA.
  - (4) County Zoning: AG-2 General Agricultural District.

## Lease Agreement

The North Shore Community Land Trust and University of Hawai'i

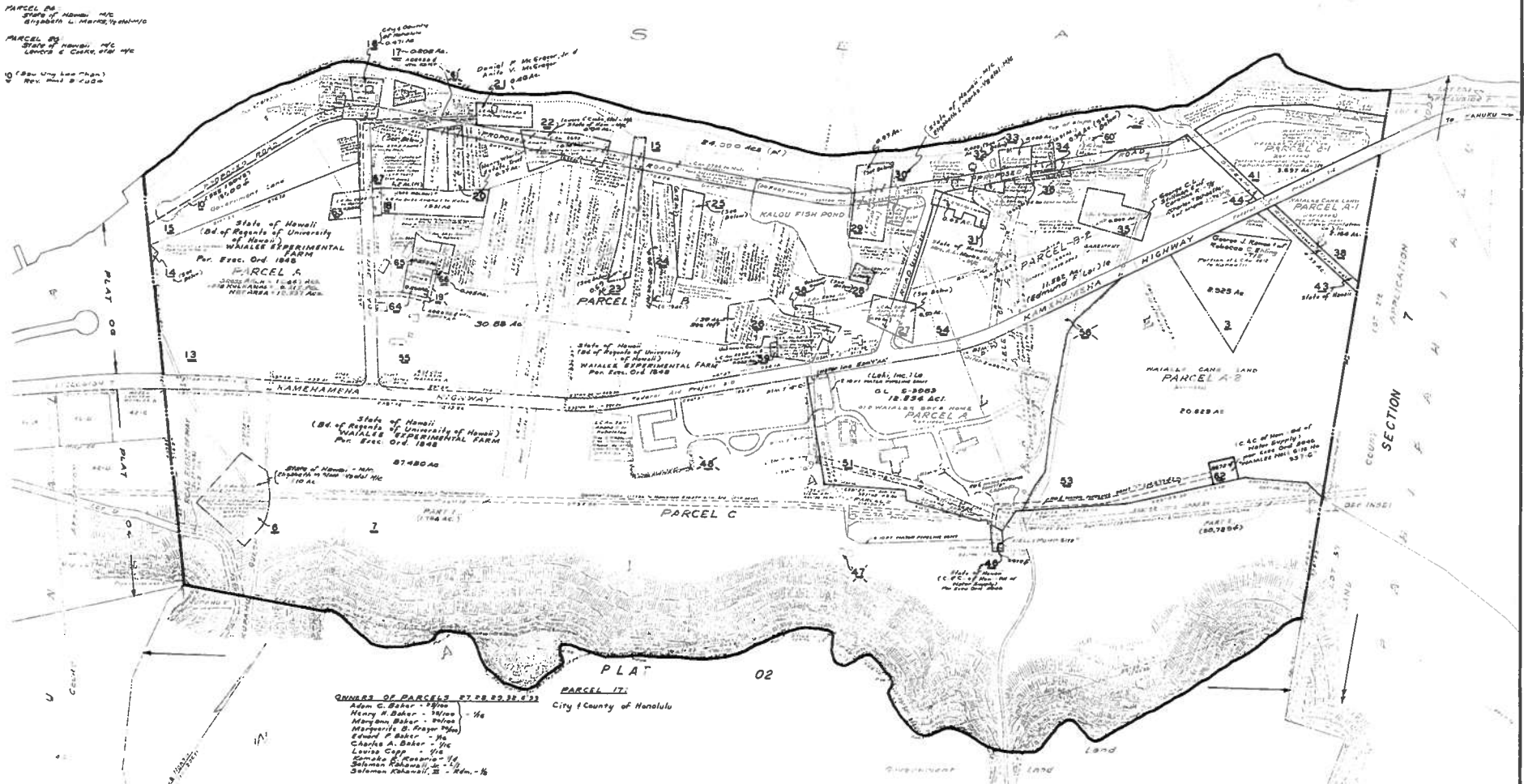
- c. Premises. A 30.88-acre portion of the Site ("Premises") comprising TMK Nos. (1) 5-8-001: 055. See attached Exhibit A.
  - d. Exclusions from Premises. Two areas are excluded from the Premises: (1) the abandoned building near Kamehameha Highway previously part of the Waiale'e Industrial School; and (2) the Waiale'e oxidation pond ("Excluded Areas"). Lessee and Lessee Agents shall not enter the Excluded Areas, and Lessee and Lessee Agents shall not allow anyone to enter the Excluded Areas.
  - e. Improvements. Existing facilities within the Premises including the feed lot, sheep, calf, and beef barn areas (collectively, the "Improvements").
3. Relevant Existing Agreements.
- Use and Occupancy Agreement dated November 6, 2020; which shall terminate upon entry into this long-term Lease agreement.
4. Use of Premises. Lessee will continue to use the premises for cultural and agricultural uses, including community clean up days. Lessee will use the Premises for wetlands restoration; lo'i kalo (wetland taro farm) restoration; loko i'a (fishpond) restoration; the care and production of plants and animals consistent with the restored wetlands, lo'i kalo, and loko i'a; and other accessory and supportive uses and activities.
5. Lease Agreement Key Terms.
- a. Term. The initial term ("Initial Term") of this Agreement and Lessee's obligations to pay the rent hereunder shall be for fifteen (15) years. After completing a status evaluation, Lessor may grant, and Lessee may agree, in writing, to extend this Agreement for ten (10) years after the Initial Term; provided that, the Initial Term and all extension terms under this Agreement shall not cumulatively exceed twenty-five (25) years.
  - b. Rental Charge and Other Consideration. Lessee shall pay University a rental fee of \$1 for the Term of the Lease Agreement.
- Other consideration includes:
- (1) Lessee is responsible, at Lessee's sole cost, for the maintenance and repair of Premises in a clean, sanitary, and orderly condition; and
  - (2) In addition to Base Rent, Lessee shall pay to Lessor the Premises taxes, and other expenses, fees, and charges.

- c. Terms and Conditions. In addition to the items listed under item (b), above:
- (1) Lessee agrees, at its sole expense and cost, to comply with all environmental laws that apply to the Premises and the Property during the Term or to Lessee's occupancy or use of or activities on the Premises and/or the Property;
  - (2) Lessee shall (a) employ best management practices at all times during construction and use of the Premises to avoid silt or dirt entering any stream, river, drainage area, waterway, the ocean, or other bodies of water; and (b) conduct farming operations in a manner consistent with generally accepted agricultural and management practices as provided under the Hawai'i Right to Farm Act, HRS chapter 165; and
  - (3) Lessee shall be responsible for pollution control.
6. Indemnity, Hold Harmless, and Insurance. The Lease Agreement includes standard indemnification, hold harmless, and insurance requirements to protect the University and its officers, agents, employees, and other persons acting on its behalf from and against any claim or demand for loss, liability, or damages.
7. No Lessor Representation as to Suitability. Lessee acknowledges that neither Lessor nor its officers, employees, agents, representatives, contractors, and others acting for or on behalf of Lessor has made any representation or warranty with respect to the Premises and the Property with respect to the suitability of the Premises for Lessee's intended use, except as may be expressly set forth in this Lease.
8. Responsibility for Permits and Approvals. Lessee is responsible for all permits and approvals unless otherwise mutually agreed to in writing and compliance with applicable laws.
9. Rights Upon Termination of Lease Agreement. Lessee shall immediately vacate the Premises, and Lessee shall have no claim of any kind whatsoever against Lessor, by reason of such termination, or by reason of any act by Lessor incidental or related thereto. In the event of the exercise by Lessor of such option to terminate, Lessee shall have no right to or claim upon any portion of the Premises or any leasehold improvements (as defined in the Lease), utility services, and equipment on, in, or at the Premises or the value thereof. Lessor may also remove or store any of Lessee's FF&E located thereon or therein, at the sole cost and expense of Lessee, without Lessor being liable to Lessee for damage or loss thereby sustained by Lessee.
10. Other Standard Terms. Other standard terms required by the University in real property agreements.

Attachment: Exhibit A



Exhibit A



**OWNERS OF PARCELS 17, 22, 23, 24, 25**  
 City & County of Honolulu  
 Adam C. Baker - 1/16  
 Henry H. Baker - 1/16  
 Margaret Baker - 1/16  
 Margaret B. Kruger - 1/16  
 Edward P. Baker - 1/16  
 Charles A. Baker - 1/16  
 Louise C. Baker - 1/16  
 Selma K. Baker - 1/16  
 Solomon K. Baker - 1/16

**PARCEL 37 (Part of 'B')**  
 State of Hawaii  
 (Belongs to University of Hawaii)  
 WAIALEALE EXPERIMENTAL FARM  
 Per. Exec. Ord. 1848

**PARCEL 38:**  
 Chun Fook - 1/16 over 1/8  
 Daniel Moepo - 1/16  
 Maria Moepo - 1/16  
 David K. Nakala, Ed. - 1/16

**OWNERS OF PARCEL 14** 12.7.02  
 Elizabeth M. Staal - 1/2

**PARCEL 26**  
 (Part of Waialeale Experimental Farm)  
 State of Hawaii - 1/16

18 McCandless Law & Co. Co. 12 and

Dropped Parcels: 1, 2, 4, 5, 6, 9, 11, 12, 13, 16, 17, 18, 19, 20, 21, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

NOTE: All parcels owned by State of Hawaii unless otherwise noted.

DWG. NO. 1729 (Revised)  
 SOURCE: SALS PLAT 1997-B  
 BY: [illegible] March 1999

Par. WAIALEE, KOOLAULOA, OAHU

SUBJECT TO CHANGE

DEPARTMENT OF TAXATION		
TAXATION MAPS BUREAU		
STATE OF HAWAII		
TAX MAP		
FIRST	DIVISION	
ZONE	SEC.	PLAT
5	8	01
CONTAINING PARCELS		
SCALE 1 IN. = 200 FT.		



UNIVERSITY of HAWAI'I MĀNOA

College of Tropical Agriculture and Human Resources
Founding College of the University of Hawai'i
Office of the Dean and Director of Research and Cooperative Extension
UNIVERSITY OF HAWAII BOARD OF REGENTS

22 MAY 26 P4:11 22508D

May 26, 2022

TO: Randolph G. Moore
Chair, Board of Regents

Alapaki Nahale-a
Chair, Committee on Planning and Facilities
Board of Regents

VIA: David Lassner
President [Signature]

Kalbert K. Young [Signature]
Vice President for Budget and Finance/Chief Financial Officer

Michael Bruno
Provost
University of Hawai'i at Mānoa
[Signature] Digitally signed by Michael Bruno
Date: 2022.05.26 13:51:42 -10'00'

for Alexandra French
Chief Business Officer
University of Hawai'i at Mānoa
[Signature] Digitally signed by Debra Ann C. Ishii
Date: 2022.05.26 13:37:53 -10'00'

FROM: Nicholas B. Comerford
Dean, College of Tropical Agriculture and Human Resources
University of Hawai'i at Mānoa
[Signature] Digitally signed by Nicholas Comerford
Date: 2022.05.26 12:24:01 -10'00'

SUBJECT: REQUEST FOR BOARD OF REGENTS APPROVAL OF LEASE BETWEEN THE UNIVERSITY OF HAWAI'I AND DOUBLE J LIVESTOCK RANCH FOR 99.97 ACRES AT THE WAIALE'E AGRICULTURAL RESEARCH STATION

SPECIFIC ACTION REQUESTED:

We request the following as further discussed herein:

- 1. Committee on Planning and Facilities: Recommend to the Board of Regents the approval of a lease with a maximum duration of thirty-five years, between the University of Hawai'i and Paul A. Eguires and Verna L. Eguires doing business as Double J Livestock Ranch, for 99.97 Acres at the Waiale'e Agricultural Research Station ("Lease"). The material terms of the Lease are set forth in the attached Major Term Sheet.

Board Chair Randy Moore  
Committee Chair Alapaki Nahale-a  
Board of Regents  
May 26, 2022  
Page 2 of 5

2. **Board of Regents:** If the Committee on Planning and Facilities approves the above recommendation, approval of the Lease between the University of Hawai'i and Paul A. Eguires and Verna L. Eguires doing business as Double J Livestock Ranch, for 99.97 Acres at the Waiale'e Agricultural Research Station.

**RECOMMENDED EFFECTIVE DATE:**

Upon approval of the Board of Regents.

**ADDITIONAL COST:**

The Lease is not anticipated to increase costs to the University of Hawai'i (University). The Lease provides for annual rent to the University, and the Lessee will be responsible for all improvements, utilities, and maintenance of the Premises.

**BACKGROUND:**

The University acquired ownership of the Waiale'e Property in 1958 when the Territory of Hawai'i set aside the Waiale'e Property to the University by Governor's Executive Order No. 1848 issued on May 16, 1958 ("EO") after approval by the Territory of Hawai'i's Board of Public Lands. The State Board of Land and Natural Resources ("BLNR") subsequently approved the cancellation of the EO and the transfer of fee simple title to the Waiale'e Property to the University at BLNR's meeting held on February 11, 1994. This approved transaction was not implemented or completed. Nevertheless, the University's position has been that lands set aside to the University are owned in fee simple by the University.

Historically, the Waiale'e Property has been used for research and experimental farm purposes consistent with the EO purpose. The College of Tropical Agriculture and Human Resources ("CTAHR") at one time used much of the Waiale'e Property for research and farm purposes, including the raising of livestock, such as cattle, swine, sheep, and poultry. Farm operations were active and robust from about 1961 through the mid-1980s. Sufficient income was being generated during that time through the sale of eggs, chickens, swine, and cattle so that the operation was generally self-sustaining. Crop research continued for quite some time within the Waiale'e Property until the early 2000s.

Farm operations began to decline in the late 1980s with poultry being the first phase out, followed by the phase out of swine, and eventually cattle with the collapse of the local beef industry. There were a number of factors that contributed to the decline, including: (a) the retirement or loss of many of the primary research faculty that had been conducting long-term on-site research; (b) the increasing number of regulatory requirements (such as animal care standards, environmental regulations, and land use approval conditions); (c) the decline of related agricultural industries (such as the virtual collapse of the local beef and dairy industries); (d) decline in CTAHR student enrollment, particularly after the closing or scaling back of the

local livestock industries; and (e) the increasing operational costs, including animal feed, veterinary care, and the maintenance and upkeep of the farm facilities such as the cottages within the Property serving as accommodations for farm personnel.

At present, CTAHR is not currently using the Property, and has been diligent in its coordination with multiple State and County agencies in the removal of abandoned vehicles, clearing the property of illegal trespassers, and maintaining security, upkeep and clearing, as well as the ongoing coordination with our two potential lessees who currently hold short-term use and occupancy agreements to clear and manage the Property.

Approximately \$1.6M in Capital Improvement Projects ("CIP") for Waiale'e was released by the Governor in October 2021. CTAHR is working with its design consultant in finalizing a priority list of projects which further reduce the University's liabilities at Waiale'e, including the decommissioning of the existing oxidation pond and wastewater system, demolition of the jailhouse and other structures in disrepair, as well as potential fencing and security measures along the property boundaries and Kamehameha Highway frontage.

The Waiale'e Property consists of approximately 130.85-acres of land that comprise of Tax Map Key parcel Nos. (1) 5-8-001: 007, 013, and 055 ("Property"). The proposed lease to Paul A. Eguires and Verna L. Eguires doing business as Double J Livestock Ranch ("Lessee") is for TMK parcel Nos (1) 5-8-001: 007 and 013 ("Premises"). The selection of a potential lessee for these income producing parcels was preceded by the preparation and issuance of a Request for Proposals ("RFP") in July 2020. There were a total of seven (7) respondents to the RFP. The University's priorities were to identify a lessee that would have a physical presence to manage and secure the property, a use that improves the property's condition for the surrounding neighborhood and the broader community, a lessee that would substantially reduce or eliminate the University's liability and eliminate the University's need to further maintain the property long term, as well as lease rent.

The Lessee has been in Hawai'i's agricultural and livestock production industries since 2007. The Lessee was granted a short-term Use and Occupancy Agreement, entered into on March 18, 2021. It allowed Lessee to use a portion of the property for raising cattle and livestock, as well as securing and managing the property. The Initial Term of the Lease Agreement is for ten (10) years; and the University may grant an extension for ten (10) years after the Initial Term, and then in five- (5) year increments thereafter for a maximum term of thirty-five (35) years. Under the proposed rent terms of the Lease, the University will be receiving \$9,000 in annual rent for the first year of the Initial Term, and \$12,000 in annual rent for the remainder of the Initial Term. The Lessee will be responsible for all improvements, utilities, and maintenance of the Premises.

#### **APPLICABLE REGENTS POLICY**

Under Board of Regents Policy (RP) 10.201, the Board of Regents' approval is required for this real property transaction because it is a lease interest with a term exceeding five years. The six

decision-making considerations enumerated under Board of Regents Policy RP 10.201.III.A are addressed in turn as follows.

1. *Promote and support the mission and goals of the university in education, research, service, and economic development.*

None of the alternatives considered by CTAHR for the Waiale'e Property appear feasible at this time (further discussion below with respect to Criteria #3). With CTAHR's scaling back of farm operations at the Waiale'e Property, CTAHR's use of the Waiale'e Property does not promote or support the mission and goals of the University in education, research, service, or economic development as effectively or efficiently as it previously did. **The dramatic increase in the commute time between the UH Mānoa campus and the Waiale'e Property has made it effectively impractical to use the Waiale'e Property as an active instructional, hands-on experience venue for animal science majors or pre-vet students.** The Lessee intends to continue collaboration with CTAHR and its 30+ years of involvement in family development through Cooperative Extension programs which include the 4-H youth livestock program. The Lessee intends to promote the 4-H livestock youth program in developing knowledge, data record keeping, herdsmanship, showmanship, judging, and marketing their 4-H project animal. Providing skills that will enable them to become self-directing, productive, and contributing members of society.

2. *Advance principles and practices of sound environmental stewardship and sustainability.*

In its Waiale'e farm operations, CTAHR has strived to advance the principles and practices of sound environmental stewardship and sustainability. In fact, CTAHR conducted research on some innovative green technology processes such as installing and operating bioreactors to convert animal and agricultural waste into biofuel and/or fertilizer. It is much more difficult to maintain such principles and practices of stewardship and sustainability given the reduced scale of CTAHR's farm operations at the Waiale'e Property.

3. *Ensure that alternative actions are considered, investigated and analyzed.*

While CTAHR's farm operations at the Waiale'e Property were once vibrant and robust, this is no longer so. CTAHR has explored various alternatives, including short-term uses such as arrangements with: (i) local agricultural concerns to raise livestock and selected crops; (ii) potential operators to conduct limited agrotourism related activities; (iii) renewable energy firm to evaluate the use of the mauka parcel and other marginal use areas (steep slopes) for windfarm purposes; (iv) equestrian ranchers to use portions of the Property for grazing and the raising of horses; (v) various interests in producing value-added bio-products and bio-fuels; (vi) State government agencies for agriculturally related uses; and (vii) the contractor for a nearby government water pipeline project to rent/use a portion of the Waiale'e Property for a temporary construction baseyard.

On a longer-term basis, CTAHR engaged in discussions with Department of Land and Natural Resources (DLNR) about returning all or portions of the Waiale'e Property to the

State. DLNR was not receptive to the return of all or portions of the Waiale'e Property. A proposal to transfer the Waiale'e Property to the State's Agribusiness Development Corporation ("ADC") in 2018 was unable to get the necessary ADC approvals to complete the transfer.

4. *Be fairly priced in the context of applicable fair market values and other relevant factors.*

Under the proposed rent terms of the Lease, the University will be receiving \$9,000 in annual rent for the first year of the Initial Term, and \$12,000 in annual rent for the remainder of the Initial Term. Rent for the first year is reduced to help the Lessee with implementing its Phasing Plan. The Lease also includes a ten- (10) year Extension after the Initial Term, then in five- (5) year increments thereafter for a maximum term of thirty-five (35) years. Rents will be adjusted prior to each extension period. The rent amounts payable to the University under the lease compare very favorably to other agricultural lease rents in the region.

5. *Generate revenue from real property not critical to long range plans for the university to support the university's core mission.*

While not conceding that the Waiale'e Property has no future value or use, it is not critical to the University's current long-range plans, and CTAHR has not been able to implement any Waiale'e Property uses that advance its mission or have the potential of generating revenue (subject to ceded land payment issues). CTAHR has been evaluating the feasibility of alternatives as described above and others but has not been able to determine any with promising revenue generating potential. The University will be receiving \$9,000 in annual rent for the first year of the Initial Term, and \$12,000 in annual rent for the remainder of the Initial Term. The Lessee will be responsible for all improvements, utilities, and maintenance of the Premises which is advantageous to reduce overall costs to the University.

6. *Be consistent with and support long range plans that have been approved by the BOR.*

CTAHR has relocated its livestock raising operations to an expanded area within **CTAHR's Waimānalo research station**. From a longer-term perspective, CTAHR does not have any near-term plans for active farm operations within the Waiale'e Property.

**ACTION RECOMMENDED:**

1. Committee on Planning and Facilities: Recommend to the Board of Regents the approval of the Lease between the University and Lessee for the Premises at the Waiale'e Agricultural Research Station.
2. Board of Regents: If the Committee on Planning and Facilities approves the above recommendation, approval of the Lease between the University and Lessee for the Premises at the Waiale'e Agricultural Research Station.

Attachment: Major Term Sheet

c: Kendra Oishi, Executive Administrator and Secretary of the Board

MAJOR TERM SHEET

LEASE AGREEMENT

between

**UNIVERSITY OF HAWAI'I**

and

**PAUL A. EGUIRES AND VERNA L. EGUIRES**

**DOING BUSINESS AS DOUBLE J LIVESTOCK RANCH**

covering

Approximately 99.97 Acres at the

**Waiale'e Agricultural Research Station**

TMK Nos. (1) 5-8-001: 007 and 013

1. Parties.
  - a. Fee Owner/Lessor: **University of Hawai'i (by executive order).**
  - b. Lessee: **Paul A. Eguires and Verna L. Eguires doing business as Double J Livestock Ranch ("Lessee").**
2. Property, Premises, Improvements.
  - a. Property. Approximately 130.85-acres of land owned by University of Hawai'i (University) **that are part of the Waiale'e Agricultural Research Station designated as TMK Nos. (1) 5-8-001: 007, 013, and 055, having an address of 58-160 Kamehameha Highway, Hale'iwa, Hawai'i 96712 ("Property").**
  - b. Current Land Use Restrictions.
    - (1) Zoning: TMK (1) 5-8-001: 007 – **AG-2 General Agricultural District; and** TMK (1) 5-8-001: 013 – **AG-2 General Agricultural District.**
    - (2) State Land Use District: TMK (1) 5-8-001: 007 – **Agricultural District; and** TMK (1) 5-8-001: 013 – **Agricultural District.**

**Double J Livestock Ranch and University of Hawai'i**

- (3) Special Management Area: TMK (1) 5-8-001: 007 – **Partially in SMA; and**  
TMK (1) 5-8-001: 013 – In SMA.
  - (4) Flood Zone: TMK (1) 5-8-001: 007 – **D and X; and TMK (1) 5-8-001: 013 – AE,**  
VE, and X.
- c. Premises. Approximately 99.97-acre portion of the Property (“Premises”) comprising TMK Nos. (1) 5-8-001: 007 and 013. See attached Exhibit A.
- d. Improvements. Existing facilities within the Premises including field office buildings, former slaughterhouse, dairy barn, swine nursery, and cottages (collectively, “Improvements”).
3. Relevant Existing Agreements.
- Use and Occupancy Agreement dated March 18, 2021; which shall terminate upon entry into this long-term Lease Agreement.**
4. Use of Premises. **The Premises will be occupied and used by Lessee and its officers, employees, agents, representatives, contractors, consultants, vendors, customers, and invitees (collectively the “Lessee Agents”) solely to support Hawai'i’s local agriculture industry and livestock production. Uses will include raising cattle, goats, sheep, poultry, and swine through intensified pasture grazing of grass fields on the Premises. The former slaughterhouse will be restored to help build and continue to sustain a food supply for Hawai'i’s communities. The field office buildings will be used to add a packing and processing meat area, meat store, machinery/tool room, feed and mineral storage, fencing, irrigation supplies, and other support areas. The dairy barn site will be used for animal health, seed stock reproduction, livestock holding and sale, and management that is important in maintaining the wellness of livestock, including reestablishing the dairy operation with a processing area. The cottages will be used for workforce housing for staff. The swine nursery will be used for food safety certification, additional field office, equipment repair room, and storage; and cultivating chili pepper varieties and vanilla beans in surrounding areas. Lessee will not use or permit, or suffer the use of the Premises for any other business or purpose without the prior written consent of Lessor, which consent shall be at the sole and absolute discretion of Lessor. Pursuant to the terms of the Lease, the University will approve the following proposal by Lessee to make the following improvements, at its own expense, if the Lease is approved:**

**Phase 1: Lessee plans to be proactive and engage to work with the Honolulu Police Department (“HPD”). The HPD meeting will be arranged to safely and effectively remove the unauthorized occupants of the former swine nursery complex. Clear tall brush to open up the areas to be able to easily see any movement from a far distance. Current Status: Ongoing.**



Phase 2: Lessee will rebuild pasture grazing for cattle to bring down the forage and brush control. Lessee will secure the property for their agricultural use and to secure property from unauthorized squatters and trespassers. Current Status: Ongoing, Complete by Q2 2022 (subject to removal of cars).

Phase 3: Lessee to renovate the staff cottages. Interior and exterior makeover repairs to include new septic systems. Cut back and trim brush to open cottages from overgrown trees. Current Status: Target completion of 2022 for first two cottages and 2023 for the other two cottages.

Phase 4: Lessee to clean out, repair, and restore other building space for bathroom use, machinery/tool room, feed and mineral storage, fencing, and irrigation supplies. Current Status: Target completion of 2024.

Phase 5: Lessee to renovate the slaughterhouse to update for certified specifications with a modernized work environment. Connecting office spaces next to the refrigerator into a packaging, processing area, and meat store. Current Status: Target completion of 2026 pending permit approvals.

Phase 6: Lessee intends to continue its 30+ years of involvement in family development through Cooperative Extension programs which include the 4-H youth livestock program. To promote the 4-H livestock youth program in developing knowledge, data record keeping, herdsmanship, showmanship, livestock evaluation, meat grading, judging, and marketing their 4-H project animal. Providing skills that will enable them to become self-directing, productive, and contributing members of society. Livestock judging at the field office and dairy barn area. Current Status: Dependent on Phase 5, target completion of 2027.

Phase 7: Lessee to repair and re-design useful animal health and management site areas similar to Temple Grandin's livestock handling area to process, tests, livestock reproduction trials for artificial insemination, and embryo transplanting at the Dairy barn site. Current Status: Target completion of 2029.

5. Lease Agreement Key Terms:

- a. Term. The initial term ("Initial Term") of this Lease Agreement and Lessee's obligations to pay the rent hereunder shall be for ten (10) years. After completing a status evaluation, Lessor may grant, and Lessee may agree, in writing, to extend this Lease Agreement for ten (10) years after the Initial Term, and then in five (5) year increments thereafter; provided that, the Initial Term and all extension terms under this Lease Agreement shall not cumulatively exceed thirty-five (35) years.
- b. Rental Charge and Other Consideration. Lessee shall pay University a rental fee of \$9,000/annually for the first year of the Initial Term, and \$12,000/annually for the remainder of the Lease Agreement over the course of the Initial Term. Prior to

**Double J Livestock Ranch and University of Hawai'i**

**granting extension terms, Lessor and Lessee shall negotiate an adjusted Base Rent in consideration of market rents, gross receipts related to Lessee operations, and other considerations.**

**Other consideration includes:**

- (1) Lessee is responsible, at Lessee's sole cost, for the operation, maintenance, and repair of Premises in a clean, orderly, and organized condition in a manner consistent with generally accepted agricultural and management practices.**
- (2) In addition to Base Rent, Lessee shall pay to Lessor the Premises taxes, and other expenses, fees, and charges.**

**c. Terms and Conditions. In addition to the items listed under item (b), above:**

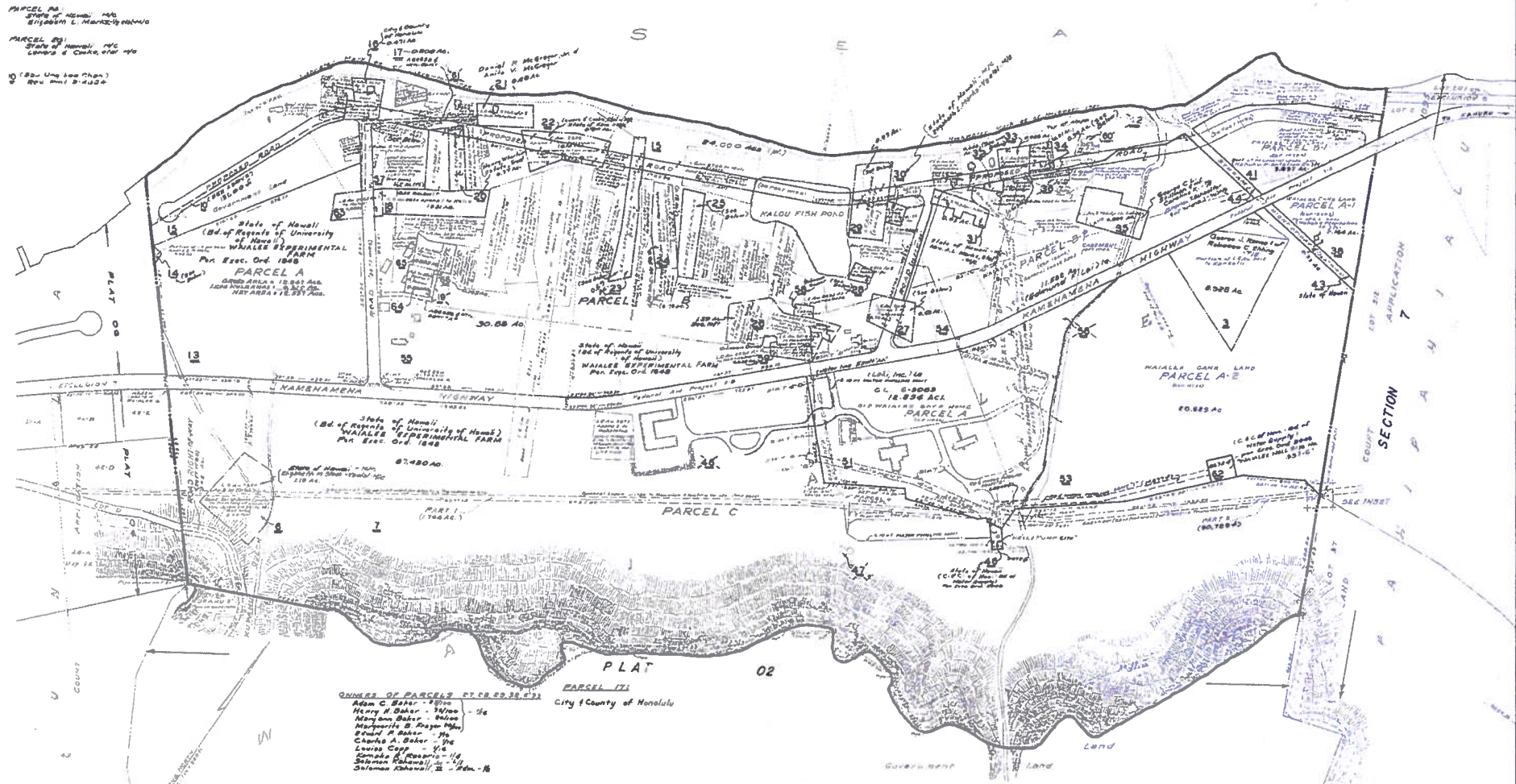
- (1) Lessee agrees, at its sole expense and cost, to comply with all environmental laws that apply to the Premises and the Property during the Term or to Lessee's occupancy or use of or activities on the Premises and/or the Property.**
  - (2) Lessee shall: (a) employ best management practices at all times during construction and use of the Premises to avoid silt or dirt entering any stream, river, drainage area, waterway, the ocean, or other bodies of water; and (b) conduct farming operations in a manner consistent with generally accepted agricultural and management practices as provided under the Hawai'i Right to Farm Act, Hawai'i Revised Statutes, chapter 165.**
  - (3) Lessee shall be responsible for pollution control.**
- 6. Indemnity, Hold Harmless, and Insurance. The Lease Agreement includes standard indemnification, hold harmless, and insurance requirements to protect the University and its officers, agents, employees, and other persons acting on its behalf from and against any claim or demand for loss, liability, or damages.**
  - 7. No Lessor Representation as to Suitability. Lessee acknowledges that neither Lessor nor its officers, employees, agents, representatives, contractors, and others acting for or on behalf of Lessor has made any representation or warranty with respect to the Premises and the Property with respect to the suitability of the Premises for Lessee's intended use, except as may be expressly set forth in this Lease.**
  - 8. Responsibility for Permits and Approvals. Lessee is responsible for all permits and approvals unless otherwise mutually agreed to in writing and compliance with applicable laws.**

**Double J Livestock Ranch and University of Hawai'i**

9. Rights Upon Termination of Lease Agreement. Lessee shall immediately vacate the Premises, and Lessee shall have no claim of any kind whatsoever against Lessor, by reason of such termination, or by reason of any act by Lessor incidental or related thereto. In the event of the exercise by Lessor of such option to terminate, Lessee shall have no right to or claim upon any portion of the Premises or any leasehold improvements (as defined in the Lease), utility services, and utility equipment on, in, or at the Premises or the value thereof. Lessor may also remove or store any of Lessee's equipment located thereon or therein, at the sole cost and expense of Lessee, without Lessor being liable to Lessee for damage or loss thereby sustained by Lessee.
10. Other Standard Terms. Other standard terms required by the University in real property agreements.

Attachment: Exhibit A

Exhibit A



DWG. NO. 1720 (Revised)  
 SOURCE: A.T.S. PLAT, 1917-B  
 BY: M.H./M. March 1930

PARCEL 26  
 State of Hawaii - 144  
 William L. Marantz - 144

PARCEL 27  
 State of Hawaii - 144  
 Lewis C. Cooke - 144

10 (Sawing Log Plant)  
 Rev. Mt. 2-1-1924

OWNERS OF PARCELS 27, 28, 29, 30, 31, 32  
 City & County of Honolulu

Adam C. Baker - 27-30  
 Henry H. Baker - 31  
 Maryann Baker - 32  
 Maryann S. Baker - 33  
 Edward H. Baker - 34  
 Charles A. Baker - 35  
 Lewis Capp - 36  
 Komaka K. Roopria - 37  
 Solomon Robinson - 38  
 Solomon Robinson, II - 39-40

PARCEL 37 (Pt. of 8)  
 State of Hawaii  
 (Pt. of Parcel of University of Hawaii)  
 WAIKALUA EXPERIMENTAL FARM  
 Pub. Act. Ord. 1928

PARCEL 34:  
 Chun Fook - 1/2  
 Daniel M. Mearns - 1/2  
 Also Mearns, et al. - 1/2  
 David K. Nakala, et al. - 1/2

OWNER OF PARCEL 18 - 15.00 AC.  
 Elizabeth M. Cook - 1/2

PARCEL 28:  
 Elizabeth M. Cook - 1/2  
 State of Hawaii - 1/2

18 McCannan's Law of Commerce - 1/2

Dropped Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

NOTE: All parcels owned by State of Hawaii unless otherwise noted.

For WAIKALUA, KOOLAULOA, OAHU

SUBJECT TO CHANGE

DEPARTMENT OF TAXATION		
TAXATION MAPS BUREAU		
STATE OF HAWAII		
TAX MAP		
FIRST ZONE	SEC. 8	DIVISION PLAT 02
5	8	01
CONTAINING PARCELS		SCALE: 1 IN. = 200 FT.



UNIVERSITY  
of HAWAII  
SYSTEM

UNIVERSITY OF HAWAII  
BOARD OF REGENTS

Kalbert K. Young  
Vice President for Budget and Finance  
Chief Financial Officer

'22 MAY 26 AIO:51

DTS 22508

May 26, 2022

TO: Randolph G. Moore  
Chair, Board of Regents

Alapaki Nahale-a  
Chair, Committee on Planning and Facilities  
Board of Regents

VIA: David Lassner  
President

Michael Bruno  
Provost  
University of Hawai'i at Mānoa

FROM: Kalbert K. Young  
Vice President for Budget and Finance/Chief Financial Officer

SUBJECT: REQUEST FOR BOARD OF REGENTS APPROVAL OF THE DISPOSITION OF  
REAL PROPERTY IN FEE SIMPLE OF THE JEAN CHARLOT RESIDENCE  
BACK TO THE CHARLOT FAMILY

**SPECIFIC ACTION REQUESTED:**

We request the following as further discussed herein:

1. **Committee on Planning and Facilities:** Recommend to the Board of Regents the approval of the disposition of real property in fee simple of the Jean Charlot Residence from the University of Hawai'i (UH) back to the Charlot Family as represented by family member David E. Charlot.
2. **Board of Regents:** If the Committee on Planning and Facilities approves the above recommendation, approval of the disposition of real property in fee simple of the Jean Charlot Residence from the UH back to the Charlot Family as represented by family member David E. Charlot.

**RECOMMENDED EFFECTIVE DATE:**

Upon approval the parties will execute a quitclaim deed and related ancillary documents to effect the transfer of the Jean Charlot Residence ("Charlot House" and/or "Property") from the University of Hawai'i ("UH") back to the Charlot Family ("Charlots") (altogether the transfer is referred to herein as, the "Disposition").

**ADDITIONAL COST:**

The Disposition is intended to eliminate all future costs and obligations associated with the Property that are paid for by UH associated with investing in, managing, promoting, restoring, maintaining and repairing a real property asset that is a registered historic property further limited by covenants that significantly restricts its use, as discussed below. Any transactional fees related to such things as title insurance, property inspection, recordation, etc., shall be paid by the Charlots.

**BACKGROUND:**

UH became the owner of the Charlot House in 2001 when it accepted a gift of the home from the Charlots via a transfer agreement, first to the UH Foundation and then to UH. The two-story house is located in the Wai'alaie-Kāhala area of O'ahu near the Wai'alaie Country Club and encompasses 2,856 square feet, including three bedrooms, three bathrooms, and an art studio. The land on which the home sits is landscaped and covers 10,310 square feet.

The home was designed by American artist Louis Henri Jean Charlot and noted architect George J. "Pete" Wimberly. The home incorporates elements of French, Mexican, and island architecture, with which Charlot was familiar during his long career as an artist. The house was constructed in 1958, and Charlot conducted most of his art work in the studio in this house until his death in 1979. A unique feature of the house is the prominent use of permanent artwork, including a fresco by Charlot in the living room as well as works by other artists such as tile panels and a garden sculpture.

The Charlot family donation included the land, house, the original studio furnishings, and the permanent artwork in the house and garden. The house was placed on both the National and Hawai'i Registers of Historic Places. The transfer agreement notes that "The Charlots are donating the Property... to be used by the University of Hawai'i for residential and scholarly purposes... subject to the Preservation and Conservation Easement." UH took steps to ensure that the Property would be protected in perpetuity by entering into a Preservation and Conservation Easement with the Historic Hawai'i Foundation. UH identified that the proposed use of the house for a chancellor's residence as an appropriate use, and also expressed a desire that access to the house be preserved for meetings of students and scholars in architecture and related University programs.

In the 20 years since UH accepted the donation of the Charlot House, the Property has been used mainly as a residence for visiting faculty from Tongji University which has a partnership with the UH Mānoa's School of Architecture. This arrangement ended in 2019. An architectural

student caretaker currently lives on the Property to ensure a constant physical presence. The Property has also been used for occasional tours, retreats, meetings, and as instructional space for graduate design studios, and most recently used as the inaugural headquarters for the UH Community Design Center ("UHCDC"), before the organization outgrew the space and moved operations to the main UH Mānoa campus.

UH has struggled since the acquisition with maintaining and upkeeping the Charlot House property. Revenues generated by the Charlot House do not and have never offset the annual expenditures (on-going maintenance, utilities, insurance, etc.) and special attention needed to support UH's obligations for the Property. Even with sustained effort over the last ten years to build a cash-neutral operation that fulfills its mission, the Property consistently suffers an annual negative net cash flow, which is anticipated to increase in the years ahead.

UH has explored various alternatives including status quo housing, faculty housing, student and faculty retreats, an academic laboratory, a Jean Charlot Center, public visits/tours, group events, or a transfer of ownership. The central issues for all alternatives are sufficient revenue generation, the absence of a specialized property management function at UH to sustain the Charlot House in the long term, no existing need by UH, and being outside its core mission and strategic plans. The Property's limitations are challenging: a highly restrictive Preservation and Conservation Easement, single-family residential zoning, and inadequate parking. Finally, a significant investment of at least one to two million dollars will be required to restore this unique property to good working condition as well as invest in the necessary improvements to make the Property commercially viable.

The Charlots and the UH have a long history of partnership, mutual support and respect dating back to 1949. Outside of the Charlot house gift, the Charlots have donated innumerable works of art, artifacts, and time over the years. In 2021 alone, the Charlots again made a very large gift to the Jean Charlot Collection. Given the prospects for and condition of the Charlot House, the Charlots recently approached UH about possibly transferring the Property back to its care. Since the Property was gifted by the Charlots, we believe that the transfer of the Property back to the family at nominal cost will be mutually beneficial, equitable, and honor the desires of both sides in maintaining and preserving the Charlot House. The Charlots intend to carry out its primary objective to restore and preserve the house for future generations of art, architecture, and Hawai'i enthusiasts. They believe it will be a long-term project that will require significant care and investment and an endowment for the Property to achieve independence in perpetuity. The Charlots bring a unique, lived and authoritative perspective. With the property restored to the family, the Charlot House will be preserved in compliance with the Preservation and Conservation Easement and with sufficient investment.

**APPLICABLE REGENTS POLICY:**

Under Board of Regents Policy RP 10.201, the Board of Regents' approval is required for this real property transaction because it involves the disposition of University property. The six decision-making considerations enumerated under Board of Regents Policy RP 10.201.III.A are addressed in turn as follows.

1. *Promote and support the mission and goals of the university in education, research, service, and economic development.*

The Property is not located near the UH Mānoa campus which provides challenges in promoting and supporting the mission and goals of UH in education, research, service, and economic development. The Property is also a single-family dwelling encumbered by a demanding Preservation and Conservation Easement with limitations on permissible uses and construction of improvements. The Property is an older, historical residence built with custom materials not available on the market. Wear and tear requires dedicated resources, "special handling" and approaches that differ from large-scale campus facilities management. UH received the Property as a gift for the Charlots to support the mission and goals of UH. After careful consideration, UH is proposing to transfer back the Property to the Charlots.

2. *Advance principles and practices of sound environmental stewardship and sustainability.*

The School of Architecture strives to advance the principles and practices of sound environmental stewardship and sustainability. The Charlot House has provided practical academic opportunities to the UHCDC. For example, it is completing a natural disaster assessment that evaluated the Property's future readiness in addressing climate change and sea level rise while taking into consideration the best practices in sustainability and environmental stewardship. After the Property is transferred back to the Charlots, the School of Architecture and UHCDC intends to maintain a relationship with the Charlots to enrich its student's academic experience, which the Charlots welcome.

3. *Ensure that alternative actions are considered, investigated and analyzed.*

Since 2009, UH—in consultation with a number of disciplines, experts, interested parties and organizations—has explored various alternatives including status quo housing, faculty housing, an academic laboratory, a Jean Charlot Center, or a transfer of ownership. The underlying issues forcing UH to make this decision include insufficient revenue, required investments, growing costs, and management infrastructure to sustain the Charlot House in the long term. After a review of the Property's Declaration of Protective Provisions and the Preservation and Conservation Easement, the use of the Charlot House is limited solely to single-family residential purposes only. The City's underlying zoning also limits potential uses.

4. *Be fairly priced in the context of applicable fair market values and other relevant factors.*

UH became the owner of the Charlot House in 2001 when it accepted a gift of the home from the Charlots via a transfer agreement. Since the Property was originally gifted by



the Charlots, we are proposing to transfer the Property back to the Charlots for One Dollar (\$1.00) by quitclaim deed. This transfer will save UH significant investment, ongoing costs, administration and contingent liabilities associated with preserving, maintaining and restoring the historic property, as discussed above. Furthermore, building the property into a profitable enterprise is expected to require additional investment-at-risk and dedicated resources that the UH is not prepared to make.

5. *Generate revenue from real property not critical to long range plans for the university to support the university's core mission.*

While not conceding that the Charlot House has no future value or use, it is not critical to UH's current long-range plans. The School of Architecture has been evaluating the feasibility of alternatives for a number of years as described above but has not yet found any with promising revenue generating potential that would offset the operational challenges of maintaining the Property in the long term.

6. *Be consistent with and support long range plans that have been approved by the BOR.*

As previously noted, the Charlot House is not critical to UH's current long-range plans. While the off-site property is not specifically identified within the UH Mānoa's Long-Range Development Plan (LRDP) which was approved by the Board in September 26, 2019, the UH Mānoa LRDP plans to decrease an additional 500,000 square feet of space in its off-campus facilities in an attempt to reduce the total campus square footage, consolidation of core academic activities to the central campus, flexible, space efficient buildings, and an increased student presence on campus. It is also consistent with UH System's Integrated Academic Facilities Plan which was approved by the Board in April 20, 2017.

**ACTION RECOMMENDED:**

1. **Committee on Planning and Facilities:** Recommend to the Board of Regents Disposition of the Jean Charlot Residence from UH back to the Charlots.
2. **Board of Regents:** If the Committee on Planning and Facilities approves the above recommendation, approval of the Disposition.

Attachment: Major Term Sheet

c: Kendra Oishi, Executive Administrator and Secretary of the Board

**MAJOR TERM SHEET**

**DISPOSITION**

**between**

**UNIVERSITY OF HAWAI'I**

**and**

**David E. Charlot, Trustee of the John Pierre Charlot Trust, Anne Marie Charlot, and  
Martin Day Charlot**

**covering**

**.2368 Acres at**

**4956 Kāhala Avenue, Honolulu, Hawai'i 96816**

**1. Parties.**

a. **Grantor/Owner:** University of Hawai'i (UH), fee owner of the Property.

b. **Transferee/Grantees:** David E. Charlot, Trustee of the John Pierre Charlot Trust, Anne Marie Charlot, and Martin Day Charlot ("the Grantees"). The Grantees are the former owners of the Property; they donated the property to UH in 2001.

**2. Property.**

**Property.** Approximately 0.2368 acres of land located at 4956 Kāhala Avenue, Honolulu, Hawai'i 96816, being Lot 49 as shown on Map 17 filed with Land Court Application No. 828 (Amended), and having tax map key number (1) 3-5-008-029, together with the buildings, improvements, fixtures ("Improvements") and other items of real property located on such land (together, the "Property").

**3. Transfer of Property.**

**UH intends to transfer all of its fee simple interest in the Property to the Grantees for One Dollar (\$1.00) by quitclaim deed, subject to any and all exceptions and encumbrances to title, recorded or otherwise, including, without limitation, the covenants, conditions, and restrictions set forth in the Preservation and Conservation Easement, recorded with the Office of Assistant Registrar on November 30, 2001, as Document No. T2756868, and any other ancillary agreements related to the Property and binding on UH to effect the complete transfer. Grantees intend to accept the**

quitclaim deed of said property and assignment or transfer of any other agreements related to the Property and binding on UH.

4. **As is Condition.** Grantees acknowledge and agree that the transfer of title will be by quitclaim deed. UH will transfer the Property "AS IS" and "WITH ALL FAULTS." UH shall have no obligation to make repairs, replacements, or improvements to the Property or any structures thereon. Grantees represent, warrant, and covenant to UH, that in accepting the transfer of title to the Property, they are relying solely upon their own due diligence and independent investigation of the Property.
5. **Closing Date.** Execute the quitclaim deed upon approval by the UH Board of Regents.
6. **Property Taxes, Conveyance Taxes, and Assessments.** UH does not pay property taxes as the fee owner of the Property. Upon execution of the quitclaim deed, Grantees shall be responsible for any and all real property taxes, conveyance taxes, or any taxes or assessments related to the Property whether billed to UH or Grantees.
7. **Transactional Fees.** UH intends to transfer the Property by quitclaim deed "as is." Any additional transaction fees related to such things as title insurance, property inspection, etc., shall be paid by Grantees. Grantees shall record the executed quitclaim deed and all associated documents, if any, with the Bureau of Conveyances and/or Land Court, as the case may be, and shall be responsible for all associated costs and fees. Grantees shall provide UH with a recorded copy of the quitclaim deed and associated documents, if any.
8. **Indemnity.** Grantees will, to the maximum extent permitted by law, indemnify, defend, and hold harmless UH from any and all claims or actions against the University with regard to: (a) the title or condition of the Property and the Improvements; (b) compliance with any covenants, applicable laws, or terms and conditions contained in the quitclaim deed; (c) the presence of any hazardous materials within the Property or the Improvements; (d) the presence of any occupants on or within the Property or the Improvements; (e) the issuance of the quitclaim deed to Grantees or any of its terms and conditions; and (f) any other claims pertaining to the Property and the Improvements brought against UH regardless of when liability accrued.



UNIVERSITY  
of HAWAII  
SYSTEM

UNIVERSITY OF HAWAII  
BOARD OF REGENTS

KALBERT K. YOUNG  
VICE PRESIDENT FOR BUDGET & FINANCE  
CHIEF FINANCIAL OFFICER

'22 MAY 26 P5:05

DTS 22508A1

May 26, 2022

TO: Randolph G. Moore  
Chair, Board of Regents

Alapaki Nahale-a  
Chair, Committee on Planning and Facilities  
Board of Regents

VIA: David Lassner  
President

Jan S. Gouveia  
Vice President for Administration

FROM: Kalbert K. Young  
Vice President for Budget and Finance Chief Financial Officer

SUBJECT: Authorization and Approval to Amend Pre-Closing (Pre-Construction) Agreement (PCA) for Development of a Multi-Family Rental Housing Facility, Greystar/NOAA Site — Third Amendment

**SPECIFIC ACTION REQUESTED:**

We request the following as further discussed herein:

- Committee on Planning and Facilities:** Recommend to the Board of Regents the approval of the Third Amendment to the Pre-Closing (Pre-Construction) Agreement (PCA) between the University of Hawai'i and Greystar Development Services, LLC for Development of a Multi-Family Rental Housing Facility, Greystar/NOAA Site.
- Board of Regents:** If the Committee on Planning and Facilities approves the above recommendation, approval of the Third Amendment to the Pre-Closing (Pre-Construction) Agreement (PCA) between the University of Hawai'i and Greystar Development Services, LLC for Development of a Multi-Family Rental Housing Facility, Greystar/NOAA Site.

**RECOMMENDED EFFECTIVE DATE:**

Upon approval of the Board of Regents.

**ADDITIONAL COST:**

Pursuant to Regents Policy (RP) 8.201 (Contracts and Official Documents), prior Board of Regents approval is required for consultant work estimated to be in excess of one million dollars (\$1,000,000), and construction projects totaling more than five million dollars (\$5,000,000). The University of Hawai'i ("UH or University") President and its Chief Financial Officer (together "Administration") is seeking a third and final amendment to the Pre-Closing (Pre-Construction) Agreement (PCA) between the University and Greystar Development Services, LLC ("Greystar") for Development of a Multi-Family Rental Housing Facility, Greystar/NOAA Site ("PCA"). The Board of Regents initially approved the PCA at its March 19, 2020 meeting.

The total cost for pre-construction activity is approximately five million dollars (\$5,000,000) of the completed project cost estimated at approximately one hundred thirty million dollars (\$130,000,000), all to be financed with 100% project-based, tax-exempt bonds. The Administration's approach is to authorize project spending by Greystar in tranches for related pre-construction work and applicable developer's fees so that the University can assess progress and viability as the Project develops. Accordingly, the original PCA authorized one million five hundred thousand dollars (\$1,500,000) for pre-construction activity under the PCA. On September 17, 2020, the Board of Regents authorized an additional one million dollars (\$1,000,000) for pre-construction activity under the PCA by allowing the Administration to negotiate and enter into that First Amendment to Pre-Closing Agreement, effective November 24, 2020. On March 21, 2021, the Board of Regents authorized an additional one million dollars (\$1,000,000) for pre-construction activity under the PCA by allowing the Administration to negotiate and enter into that Second Amendment to Pre-Closing Agreement, effective September 15, 2021.

Now, the Administration requests authorization to negotiate and enter into a final Third Amendment to authorize the remaining one million five hundred forty thousand nine hundred thirty-six and no/100 dollars (\$1,540,936.00) for the last tranche of pre-construction activity under the PCA, as summarized in the following table:

<b>Approximate Pre-Construction Budget</b>	<b>PCA April 20, 2020</b>	<b>PCA Am. No. 1 Nov. 24, 2020</b>	<b>PCA Am. No. 2 Sep. 15, 2021</b>	<b>PCA Am. No. 3</b>	<b>Total Authorized If Am. No. 3 Approved</b>
\$5,000,000	\$1,500,000	\$1,000,000	\$1,000,000	\$1,540,936	\$5,040,936

The tranches authorized by the University are for expenses that Greystar will incur and pay for to complete work for the project. Although pre-construction costs are advanced by Greystar and not paid by UH in anticipation of bond financing, there are conditions upon which UH would reimburse Greystar and own the pre-construction work product if the Project does not proceed as discussed below.

**BACKGROUND:**

UH owns a parcel formerly known as the National Marine Fisheries Service ("NOAA Site"), located on the UH at Mānoa ("UHM") campus, at 2570 Dole Street, and designated Tax Map Key No. (1) 2-8-023: 009.

On November 7, 2018, UH issued a Request for Proposals for the Development of a New Multi-Family Mixed-Use Rental Project ("RFP"). The purpose of the RFP was to solicit proposals from qualified real estate developers and development teams that were interested in entering into a public-private partnership with UH to design, build, finance, operate, and maintain a family-oriented mixed-use rental housing project to be located at the NOAA Site (the "Project").

The Project conceptualizes building family-oriented rental housing units in a multi-story facility intended primarily to serve UHM graduate students, but which may also serve UHM junior faculty to the extent Project units are available. Depending on market demand, the Project units may also be available for UHM staff and other parties affiliated with UHM or the University.

The University has a strong preference that the Project include a child care facility (to be operated by the University). This child care facility could either replace or supplement the existing UHM Children's Center (located at 2600 Campus Road, QLCSS #414B). The University child care program currently services approximately one hundred (100) young children of UHM students and employees between the ages of two and five years old. If feasible, the University also prefers that the Project include commercial components that provide goods and/or services to Project residents and the greater UHM community. The University believes that the components of the Project will foster and create a live, work, play environment in the areas surrounding the NOAA Site.

In September 2019, UH selected Greystar to be its private partner as real estate developer and manager of the Project. After receiving the BOR's authorization to proceed, UH and Greystar entered into the PCA, effective April 30, 2020. The PCA includes various pre-construction work to be completed prior to the closing of the tax-exempt bond financing for the Project up to a certain approved budget agreed to and approved by UH.

In coordination and consultation with UH, the work performed by Greystar and the development team on the Project under the PCA includes the following:

- Contracted with sub-contractors to produce work on design drawing, preliminary construction materials, etc.;
- Conducted a market study, engineering studies, environmental review, and title investigations;
- Completed construction pricing for the 50% schematic design drawing set;
- Completed the 100% schematic design drawing set;
- Completed the 100% design development drawing set;
- Began construction pricing for the 100% design development drawing set;

- Completed and submitted the Final Environmental Assessment (“FEA”) and Finding of No Significant Impact (“FONSI”) determination to the Office of Environmental Quality Control (“OEQC”);
- Published the FEA and FONSI with OEQC;
- Obtained Plan Review Use (“PRU”) Minor Modification approval from the City and County of Honolulu Department of Planning and Permitting; and
- Additional consultant work with community and University stakeholders.

As discussed above, UH has authorized Greystar to spend three million five hundred thousand dollars (\$3,500,000) for pre-construction activity under the PCA. The Administration is requesting that the Board of Regents authorize the remaining one million five hundred forty thousand nine hundred thirty-six dollars (\$1,540,936) in a third and final amendment to the PCA which is needed to complete the PCA scope of the Project. Greystar will proceed with completing construction drawings and the proposed transaction structure to finance the Project, and upon closing, construction could begin in Summer 2023 as planned. Subsequent development, construction, financing, and property management/operational agreements are anticipated to be completed prior to closing.

**APPLICABLE REGENTS POLICY:**

Pursuant to Board of Regents Policy RP 8.201, this request for approval by the Board of Regents is to authorize a third amendment to the approved PCA for an additional one million five hundred forty thousand nine hundred thirty-six dollars (\$1,540,936).

**AGREEMENT(S) ANTICIPATED:**

As with the First and Second Amendments to the PCA, if the Board of Regents approves this request, the Administration will negotiate and enter into a Third Amendment to PCA to authorize spending of the remaining one million five hundred forty thousand nine hundred thirty-six dollars (\$1,540,936) to complete the pre-construction activity under the PCA.

**PHASED SPENDING APPROACH:**

Under the conditions of the PCA, Greystar has been and will continue to advance the costs and expenses for all work that is required. All costs and expenses are anticipated to be reimbursed to Greystar (with interest) from bond proceeds upon closing of bond financing for the entire Project. Closing of the tax-exempt bond financing for the Project is considered the “closing” of the pre-closing (pre-construction) work.

The University will be assuming contingent risk for reimbursing Greystar for pre-closing expenses (“Pre-Closing Advances”) and the developer’s fees (“Development Fee”) if the Project fails to secure bond financing for the following reasons:

1. **University termination of PCA.** If the University terminates the PCA for reasons other than those described in the following Paragraph 2, then the University shall pay to Greystar: a) the Pre-Closing Advances; b) plus a rate of interest thereon; and c) an accrued Development Fee.
2. **Failure of bond closing/Greystar default.** If the University terminates the PCA due to: a) the failure of the tax-exempt bond financing for the Project; or b) as a result of Greystar's material default of the PCA, then the University shall pay to Greystar only a) the Pre-Closing Advances, and b) plus a rate of interest thereon.
3. **Outside closing date.** If the tax-exempt bond financing has not closed by a certain date, then the University shall pay to Greystar: a) the Pre-Closing Advances; b) plus a rate of interest thereon; and c) an accrued Development Fee.

In each case summarized above, upon termination payment, the University would own all of the Project design and contract documents prepared by Greystar and its third-party vendors. If the Project proceeds to closing (bond financing), the University will not have to outlay any funds, and Greystar will be reimbursed from bond proceeds.

**ACTION RECOMMENDED:**

1. **Committee on Planning and Facilities:** Recommend to the Board of Regents the approval of the Third Amendment to the PCA.
2. **Board of Regents:** If the Committee on Planning and Facilities approves the above recommendation, approval of the PCA.

**Attachments:**

1. Major Term Sheet Amended.
2. PCA Budget Schedule (pro-forma).

c: Kendra Oishi, Executive Administrator and Secretary of the Board



**MAJOR TERM SHEET AMENDED**  
(amendments shown in red)

**UNIVERSITY OF HAWAI'I AT MANOA NEW MULTI-FAMILY MIXED-USE RENTAL PROJECT  
DEVELOPMENT PRE-CLOSING AGREEMENT  
(Including Proposed Amendment 3, June 2022)**

**BETWEEN  
UNIVERSITY OF HAWAI'I**

and

**GREYSTAR DEVELOPMENT SERVICES, LLC**

1. **Parties.**
  - a. **UH:** University of Hawai'i.
  - b. **Greystar:** Greystar Development Services, LLC, a Delaware limited liability company.
2. **Property.** 2570 Dole Street, Honolulu, O'ahu, Hawai'i 96822, identified as Tax Map Key No. (1) 2-8-023: 009.
3. **Project.** Development of a facility housing approximately 573 beds for UH-affiliated persons, with associated amenities (including a UH-affiliated childcare center), to be agreed upon by the parties and located on the Property, ground-leased by UH to a 501(c)(3) nonprofit corporation (the "Leaseholder"), to be developed for Fall 2025 delivery and financed through the issuance of tax-exempt bonds issued by the Leaseholder.
4. **Closing.** The closing of the tax-exempt bond financing for the Project.
5. **Pre-Closing Activities.** Greystar and/or certain third parties engaged by Greystar, for the benefit of UH, will perform certain Pre-Closing activities, including but not limited to site visits and meetings with UH representatives; engagement of certain professionals and consultants; coordination of the preparation of designs and plans; assessment of the Project site including feasibility and other studies; coordination of governmental approvals; and preparation of a detailed Project schedule.
6. **Pre-Closing Advances.** The Pre-Closing Activities shall be performed directly by Greystar or by third parties engaged by Greystar for the benefit of UH, and all third-party costs and expenses paid or incurred by Greystar or third parties engaged by Greystar in connection with the Pre-Closing Activities shall be advanced by Greystar as an accommodation to UH. The Pre-Closing budget agreed upon by the parties (the

“Pre-Closing Budget”) sets forth Greystar's estimation of the monthly budget for Pre-Closing expenditures, and the initial Pre-Closing Budget is ~~\$3,500,000.00~~ **\$5,040,936**.

7. **Right-of-Entry Agreement.** UH and Greystar to negotiate and enter into a separate Right-of-Entry Agreement.
8. **Compensation and Repayment for Pre-Closing Advances.**
  - a. **Payment of Pre-Closing Advances.** At the Closing, UH shall cause to be paid to Greystar from the Closing proceeds: (a) the actual, reasonable and documented Pre-Closing Advances; plus (b) interest at a floating rate equal to the Wall Street Journal U.S. Prime Rate plus two percent (2%) compounded monthly (provided, however, such interest shall not be at a rate less than six percent (6%) per annum) on amounts advanced by Greystar; plus (c) the accrued Development Fee.<sup>1</sup>
  - b. **Termination Payment.** In the event of a termination of the agreement by UH, UH shall pay to Greystar: (i) the actual, reasonable and documented Pre-Closing Advances; plus (ii) interest at a floating rate equal to the Wall Street Journal U.S. Prime Rate as published in the plus two percent (2%) compounded monthly (provided, however, such interest shall not be at a rate less than six percent (6%) per annum) on amounts advanced by Greystar from the date advanced until the date repaid to Greystar; plus (iii) the accrued Development Fee. Notwithstanding the foregoing, if UH terminates the agreement due to the failure of the tax-exempt bond financing for the Project or as a result of Greystar's material default of the agreement, UH shall have no liability to pay Greystar any portion of the Development Fee unless UH wishes to proceed with the Project without engaging Greystar's continued development services.
  - c. **Termination Payment on Outside Closing Date.** In the event that the Closing has not taken place on or before ~~September 30, 2022~~ **October 31, 2023**<sup>2</sup> (the “Outside Closing Date”) UH hereby agrees to repay Greystar: (i) the actual reasonable documented Pre-Closing Advances; plus (ii) interest at a floating rate equal to the Wall Street Journal U.S. Prime Rate plus two percent (2%) compounded monthly (provided, however, such interest shall not be at a rate less than six percent (6%) per annum) on amounts advanced by Greystar; plus (iii) the accrued Development Fee.
9. **Ownership of Materials.** Upon termination of the agreement for any reason, Greystar shall assign to UH all of Greystar's right, title, and interest in and to the design documents and the contract documents.

---

<sup>1</sup> The Development Fee is equal to 4% of total Project costs.

<sup>2</sup> Under Pre-Closing Agreement, this date would be amended each time that the Board Approves an increase to the Pre-Closing Budget.

10. **Development Agreement.** UH will negotiate in good faith with Greystar a definitive development agreement for the Project to be effective at the Closing for the delivery of services set forth in the Development Agreement to complete the design, construction, and delivery of the Project, which shall be approved by its Board of Regents. The Development Agreement will require Greystar Real Estate Partners, LLC, a Delaware limited liability company, to guarantee completion of the Project for on-time and on- budget delivery by the agreed upon date of substantial completion and provide for a mechanism for damages to UH in the case of a late delay.





'22 MAY 27 A9:33




Office of Intercollegiate Athletics • 1337 Lower Campus Road • Honolulu, Hawai'i 96822-2370

May 26, 2022

**MEMORANDUM**

**TO:** Randy Moore  
Chair, Board of Regents  
University of Hawai'i

**VIA:** David Lassner   
President  
University of Hawai'i

**VIA:** Jan Gouveia   
Vice President for Administration  
University of Hawai'i

Digitally signed by Jan Gouveia  
Date: 2022.05.26 10:29:55 -10'00'

**VIA:** Alexandra French   
Chief Business Officer  
University of Hawai'i at Mānoa

Digitally signed by Alexandra French  
Date: 2022.05.26 09:50:07 -10'00'

**FROM:** David A.K. Matlin   
Director of Athletics  
University of Hawai'i at Mānoa

Digitally signed by David A. K. Matlin  
Date: 2022.05.26 09:12:10 -10'00'

**SUBJECT:** APPROVAL OF AUTHORIZATION TO FINALIZE AND EXECUTE THE AGREEMENT FOR SERVICES BETWEEN HAWAIIAN AIRLINES, INC. AND THE UNIVERSITY RELATING TO AIRLINE TRANSPORTATION SERVICES AT A FIXED PRICE

The University of Hawai'i at Mānoa Intercollegiate Athletics Department ("**UHMAD**") requests that the Board of Regents authorize a proposed Airfare Agreement ("**Airfare Agreement**") between Hawaiian Airlines, Inc. ("**Hawaiian Air**") and the University of Hawai'i ("**University**") whereby Hawaiian Air will provide fixed price airfare for travel by: (1) UHMAD student-athletes, coaches, staff for athletic events within the State of Hawai'i and to and from the State of Hawai'i and UHMAD's primary competition sites, (2) visiting teams to and from the State of Hawai'i for athletic events per agreement or upon request, and (3) UHMAD coaches, staff and other employees within the State of Hawai'i and to and from the State of Hawai'i for UHMAD purposes, such as recruiting and athletic conference and NCAA meetings/conferences.

**SPECIFIC ACTION REQUESTED:**

In accordance with Board of Regents Policy RP 8.201, it is requested that the Board of Regents authorize the President and/or his designees to conclude the negotiations, finalize and execute the Airfare Agreement on behalf of the University, consistent with the terms described herein and in the attached major term sheet for the Airfare Agreement. Board approval is being requested pursuant to Board of Regents Policy RP 8.201 (Section III.E.), given that administration anticipates that over \$5,000,000 will be expended over the full term of this proposed Airfare Agreement.

**RECOMMENDED EFFECTIVE DATE:**

The proposed effective date for the Airfare Agreement is upon approval by the Board of Regents (the "**Effective Date**"), and will run for a term of five (5) years ("**Term**") commencing on the Effective Date (or shortly thereafter), with the University having the right to terminate without cause upon sixty (60) days' prior written notice to Hawaiian Air at the beginning of both the 4<sup>th</sup> year and 5<sup>th</sup> year of the Term.

**ADDITIONAL COST:**

Under the Airfare Agreement, UHMAD anticipates expending between \$2 million to \$2.5 million per year.

It is anticipated that the Airfare Agreement will result in an overall net savings in airfare costs during the Term. The opportunity to "lock in" airfares facilitates UHMAD's near term and long term budget planning and preparation.

**BACKGROUND / PURPOSE:**

Pursuant to Administrative Procedure A8.220, UHMAD requested and obtained the President's approval for a procurement exemption ("**Exemption**") that allowed UHMAD to explore options to enter into a three to five-year comprehensive air travel contract containing fixed price airfares for air travel by: (1) UHMAD student-athletes, coaches, and staff within the State of Hawai'i and to and from the State of Hawai'i and UHMAD's primary competition sites, (2) visiting teams to and from the State of Hawai'i per agreement or upon request, and (3) coaches, staff and other University employees within the State of Hawai'i and to and from the State of Hawai'i for UHMAD purposes, such as recruiting and athletic conference and NCAA meetings/conferences.

In accordance with the Exemption, UHMAD sent requests to three (3) major airline companies (Alaska Airlines, Delta Airlines, and Hawaiian Air). UHMAD's review committee evaluated the proposals received and selected Hawaiian Air's proposal ("**Hawaiian Air Proposal**") as providing the most advantageous business and financial terms to the University for UHMAD (and visiting team) travel.

Board Chair Randy Moore  
Board of Regents  
May 26, 2022  
Page 3

In preparing the Airfare Agreement, UHMAD incorporated the updated Hawaiian Air Proposal and other mutually agreed upon terms and conditions into the University's standard form Agreement for Services issued by the University's Office of Procurement Management. The significant terms of the Airfare Agreement are described in the attached major term sheet.

Under the Airfare Agreement, UHMAD, through the University's authorized provider of travel agency services ("Travel Agent"), will book travel on Hawaiian Air at the applicable fixed price airfares for travel within the State of Hawaii or between the State of Hawaii and UHMAD's primary competition sites, provided that Hawaiian Air offers non-stop flights and meets flight time requirements for dates/times of scheduled competition. If Hawaiian Air is not able to meet UHMAD's flight time and non-stop travel requirements, UHMAD may, through its Travel Agent, make travel arrangements with another airline. The fixed price out of state airfare (roundtrip base rate, excluding taxes, fees and charges) provided by Hawaiian Air will range between \$450 to \$765 over the Term, depending on destination and whether it is peak period travel. Hawaiian Air will also provide during the Term fixed price airfare for neighbor island, one-way, all-in (including all taxes and fees) for athletic event travel, recruiting, and other UHMAD purposes that will range between \$55 and \$85, depending on whether it is peak period travel. The Airfare Agreement provides a "look-in" clause to possibly decrease the fixed price airfares in years 4 and 5 and make other changes based on market conditions.

The Office of the General Counsel has reviewed and has no legal objections to the Airfare Agreement.

**ACTION RECOMMENDED:**

It is recommended that the Board of Regents authorize the President and/or the President's designee to: (a) complete or have completed negotiations for the Airfare Agreement, consistent with the terms described herein and the attached major term sheet, (b) finalize and execute the Airfare Agreement, and (c) take such other action as may be necessary, including the execution of additional documents, in connection with and to implement the Airfare Agreement.

Attachment: Major Term Sheet

c: Executive Administrator and Secretary of the Board Kendra Oishi



**MAJOR TERM SHEET**

**AGREEMENT FOR SERVICES  
BETWEEN  
HAWAIIAN AIRLINES, INC.  
AND**

**UNIVERSITY OF HAWAI'I  
(for the benefit of the  
University of Hawai'i at Mānoa Department of Intercollegiate Athletics)**

**Parties:** a. **University:** University of Hawai'i ("University"), for the benefit of the University of Hawai'i at Mānoa Intercollegiate Athletics Department ("UHMAD").

b. **Hawaiian Air:** Hawaiian Airlines, Inc. ("Hawaiian Air").

**Term:** Five (5) years, effective from or after the date approved by the University's Board of Regents ("Term"), with the University having the right to terminate without cause or liability to Hawaiian Air at the beginning of the 4<sup>th</sup> year and 5<sup>th</sup> year of the Term upon sixty (60) days' prior written notice.

**Services Provided by Hawaiian Air:** Hawaiian Air will provide air travel service within the State of Hawai'i and between the State of Hawai'i and Hawaiian Air's US Mainland cities, provided Hawaiian Air offers non-stop flights and meets flight time requirements for dates/times of scheduled competition.

**Fixed Price Airfare for Travel Within the State and Between the State and US Mainland Cities:** Based on the Hawaiian Air proposal, the fixed price airfare for out of state travel (roundtrip base rate, excluding taxes, fees and charges) provided by Hawaiian Air over the Term will range between \$450 to \$765 depending on destination and whether travel is during peak periods. Hawaiian Air will also provide during each year of the Term, fixed price airfare for neighbor island, one-way, all-in (including all taxes and fees) for athletic event travel, recruiting, and other UHMAD purposes that will range between \$55 and \$85, depending on whether travel is during peak periods.

Base fares for travel to and from Hawaii do not include applicable taxes, fees and charges, which are subject to change and vary depending on the destination and departing city location.

**Peak Travel  
Periods:**

Each year, Hawaiian Air will notify the University in writing of the peak travel periods for that year. The University will have 14 days from such notification to inform Hawaiian Air of any concerns and the parties will seek to mutually resolve the concerns.

**Re-evaluation  
periods:**

Prior to the start of the 4<sup>th</sup> and 5<sup>th</sup> years of the Term, the University and Hawaiian Air will discuss possible decreases in the fixed priced airfares and other changes in light of market conditions at that time. After each re-evaluation period, the University may terminate the Agreement without liability or obligation to Hawaiian Air upon sixty (60) days' prior written notice to Hawaiian Air.

**Payment of  
Airfare:**

Payment for air travel by or arranged by UHMAD will be processed via JTB USA, Inc. ("JTB") or successor provider of UHMAD travel services. The University currently has a travel agency services contract with JTB to handle UHMAD travel.

**General  
Conditions:**

The Airfare Agreement incorporates and is subject to the University's standard General Conditions for Agreements for Services.

# 2022 Board Self-Assessment

9 responses

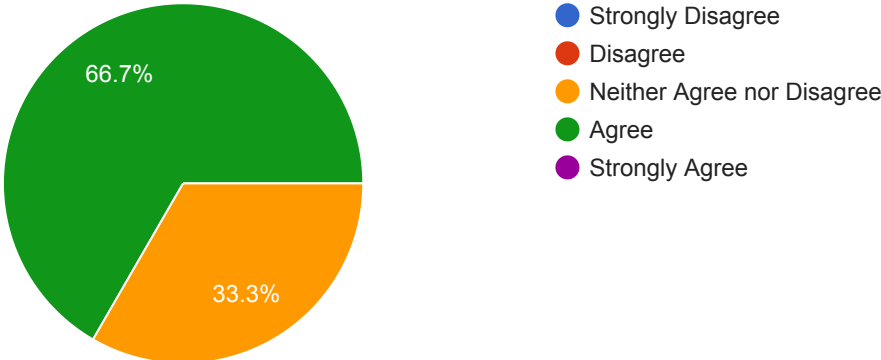
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## 1. Employment, Support, and Evaluation of the Chief Executive

a. The board has developed and communicated clearly defined performance expectations to the President.

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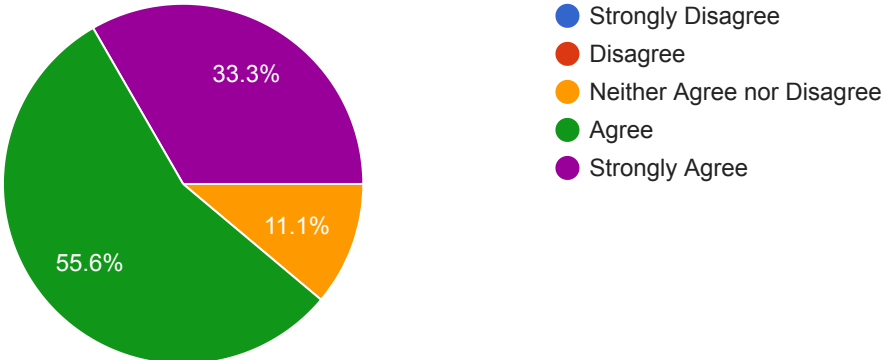
9 responses



b. The board has provided the President with the necessary support and feedback that is required.

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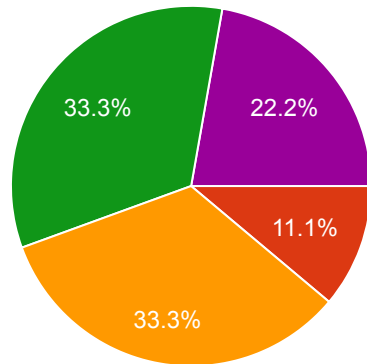
9 responses



c. The board holds the President accountable for the achievement or non-achievement of the performance objectives.



9 responses



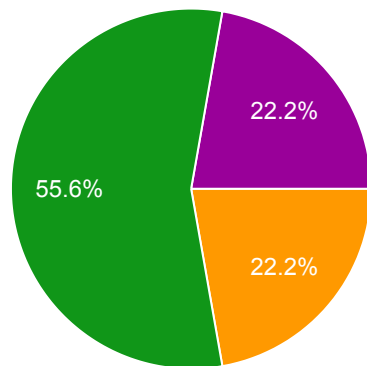
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

## 2. Strategic Planning

a. The main role of the board is to shape the strategic direction of the university.



9 responses



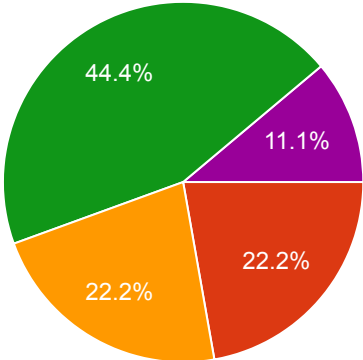
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



b. The board ensures that the vision and mission clearly reflects student and community expectations.



9 responses

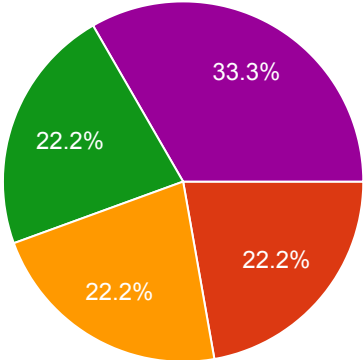


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

c. The board ensures that strategic planning is conducted, participates in the process, and approves the final plans.



9 responses



- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

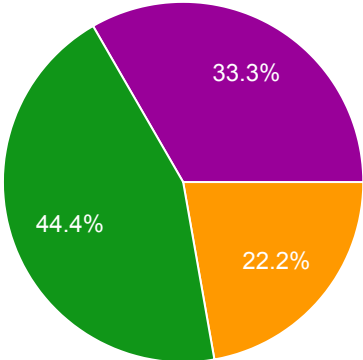
### 3. Policymaking to Guide the System



a. The board establishes policies consistent with the mission statement and strategic plan.



9 responses



- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

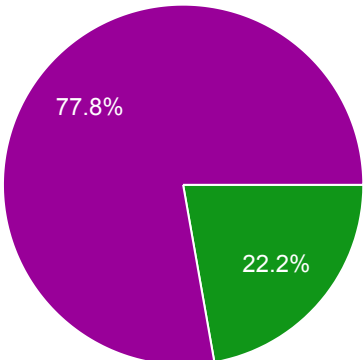
Sections 4-5

4. Fiduciary Oversight

a. I understand my role as a fiduciary and the corresponding obligations.



9 responses



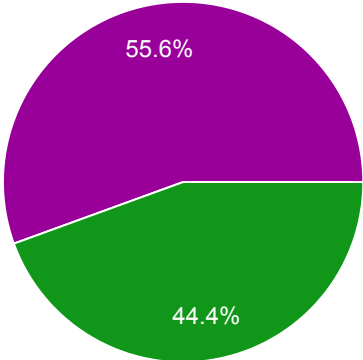
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



b. The board approves annual budgets, reviews financial reports, and monitors the financial condition of the system.



9 responses

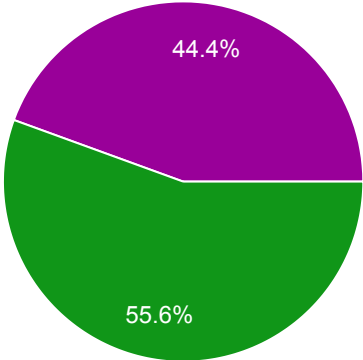


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

c. The Internal Audit Committee supervises and reviews an annual internal audit of the university system.



9 responses

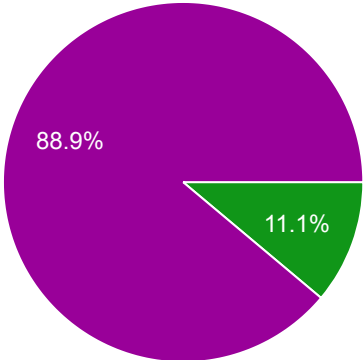


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

d. Stewardship of the university's assets is a major responsibility of the board.



9 responses



- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

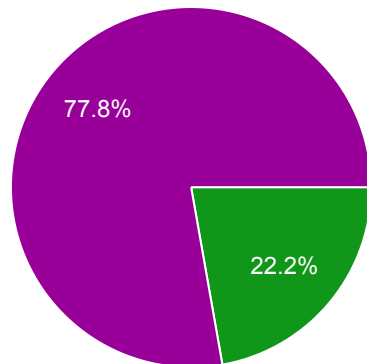


## 5. Serving as Ambassadors to the Community

a. The board as a whole and individual regents should advocate for the university in the community.



9 responses

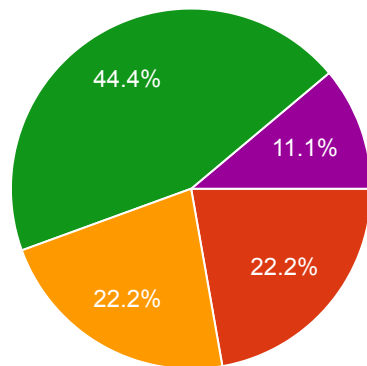


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

b. The board develops and implements plans for educating the public about the work of the university system.



9 responses



- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

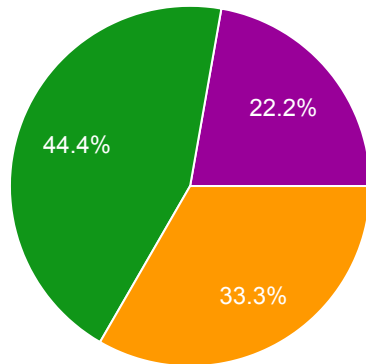




c. The board interprets and communicates the needs and expectations of the community to the university system's administrators and faculty.



9 responses

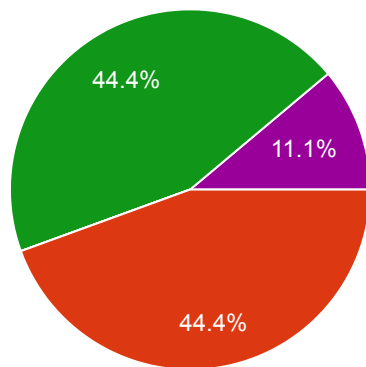


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

d. I am often called upon to represent the board at community events.



9 responses

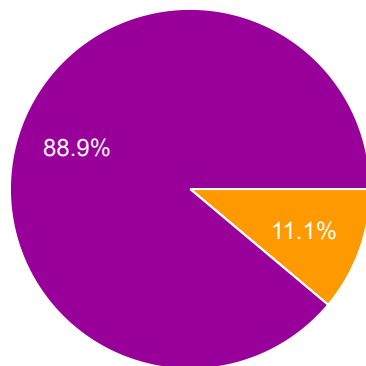


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

e. I enjoy participating in university events or activities.



9 responses



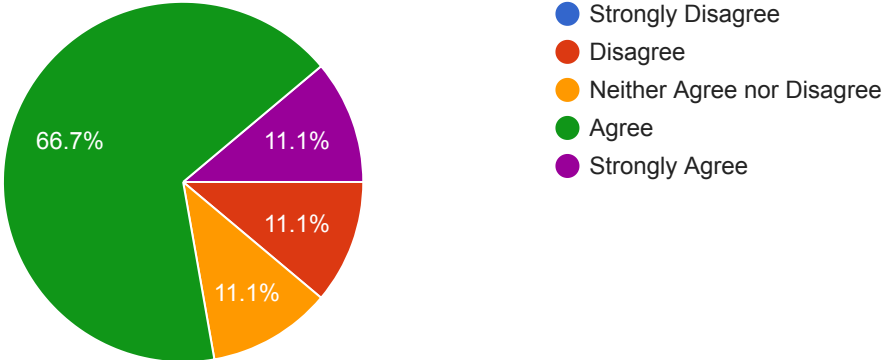
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



f. Participating in university events is very time consuming.



9 responses



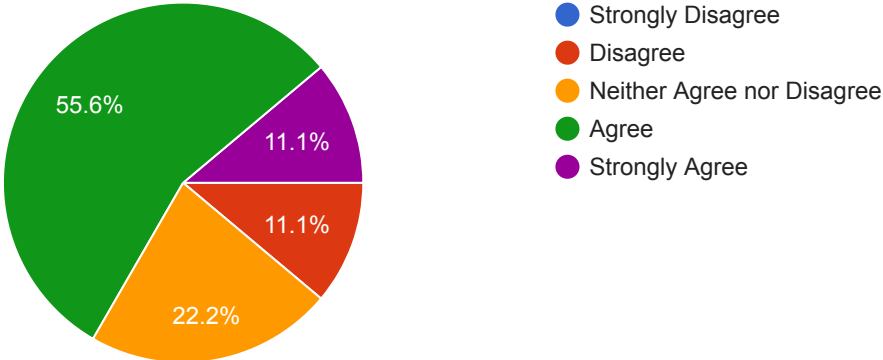
Sections 6-8

6. Protecting the System from Undue Influence

a. The board defends the institution from undue influence and pressure from political and special interests.



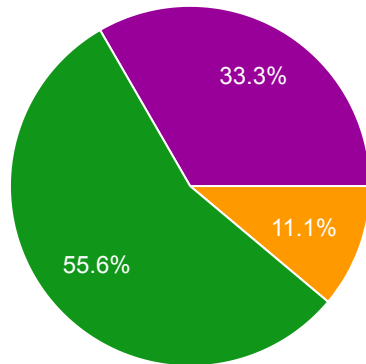
9 responses



b. The board supports the professional and academic freedom of administrators and faculty that foster quality learning environments.



9 responses

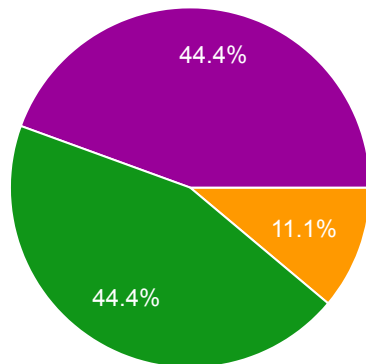


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

c. The board demonstrates appropriate commitment to shared governance.



9 responses

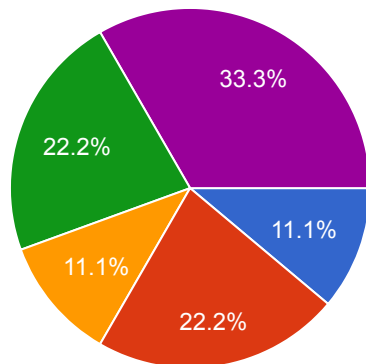


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

d. The board and individual regents should serve as a bridge/buffer between the university and the Legislature.



9 responses



- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

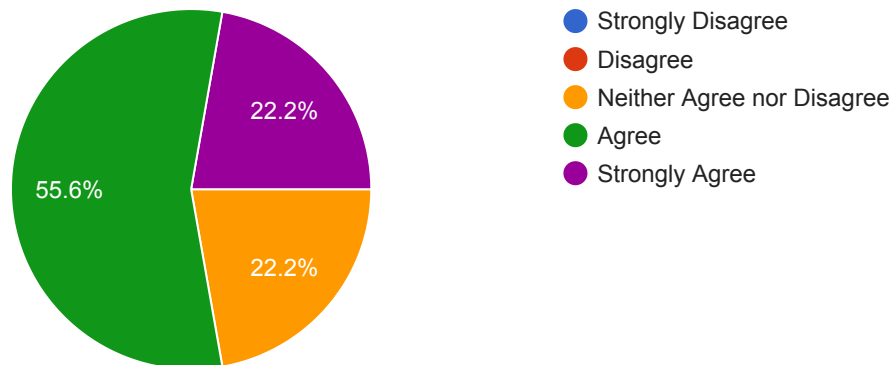


## 7. Setting an Example of Integrity, Inquiry and Service

a. The board set the example for the entire university system by creating a climate and culture where integrity, efficiency, and transparency prevails.



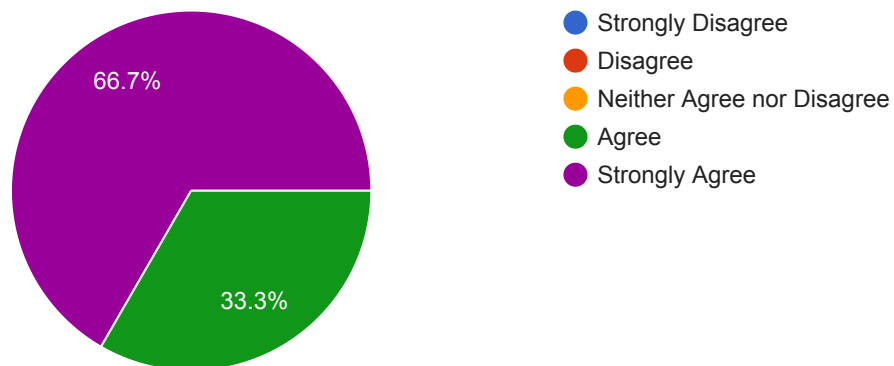
9 responses



b. The board is mindful of the importance of public transparency.



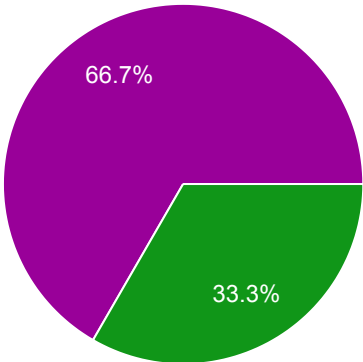
9 responses



c. In public, I am careful that my words and actions do not reflect poorly on the board or myself as a regent.



9 responses



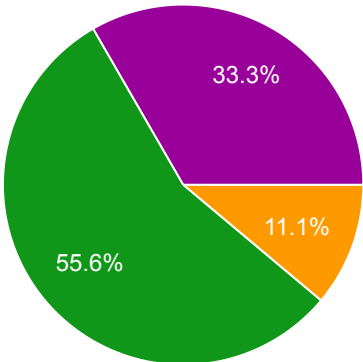
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

### 8. Considering Community Interests

a. Regents are knowledgeable about community (local, national, and global) needs and trends.



9 responses



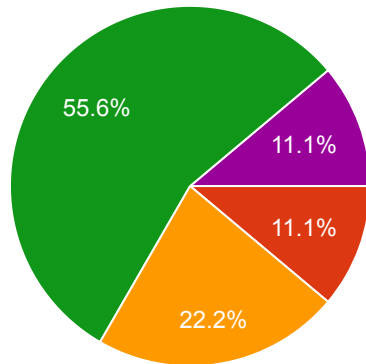
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



b. Regents develop and maintain relations with the communities (internal and external) served by the system.



9 responses

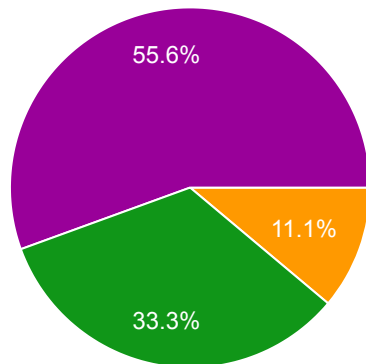


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

c. Based on their knowledge of and relationship with their communities, regents consider multiple perspectives when making policy decisions.



9 responses



- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

Sections 9-10

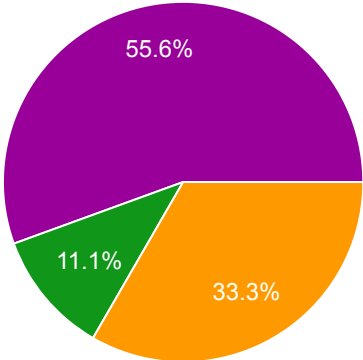
9. Acting as a Unit



a. Individual regents feel free to express and share their points of view during discussions being held on issues brought before the board.



9 responses

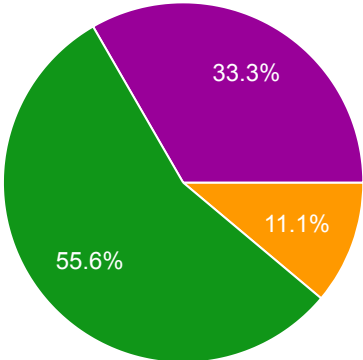


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

b. A climate of trust, openness, and respect exists within the board.



9 responses

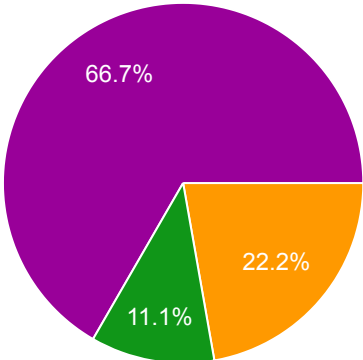


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

c. The regents work well together.



9 responses



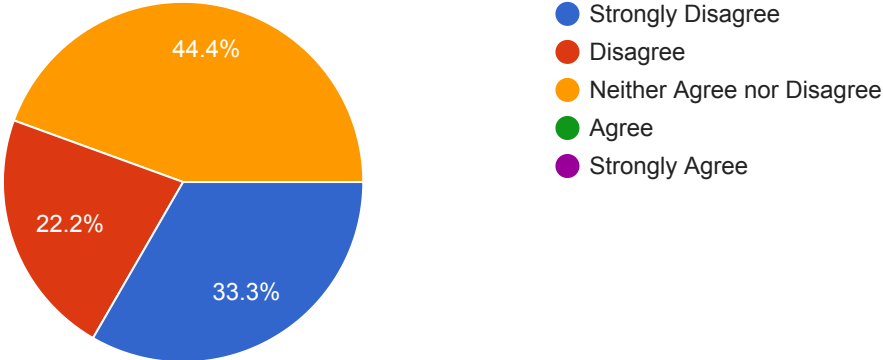
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



d. Individual regents make commitments on behalf of the board to their constituents.



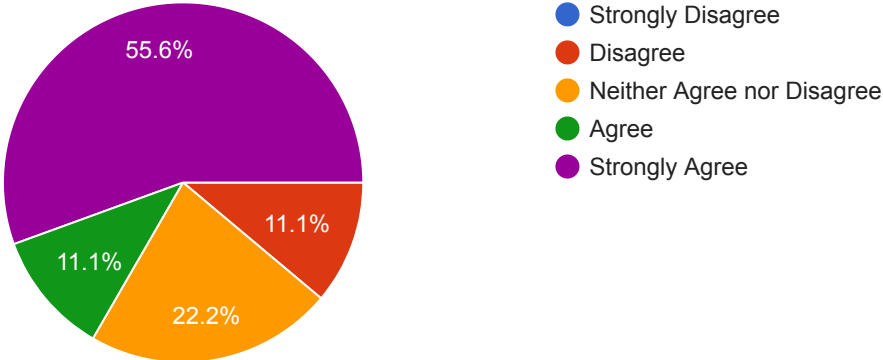
9 responses



e. Regents should speak publicly with one voice.



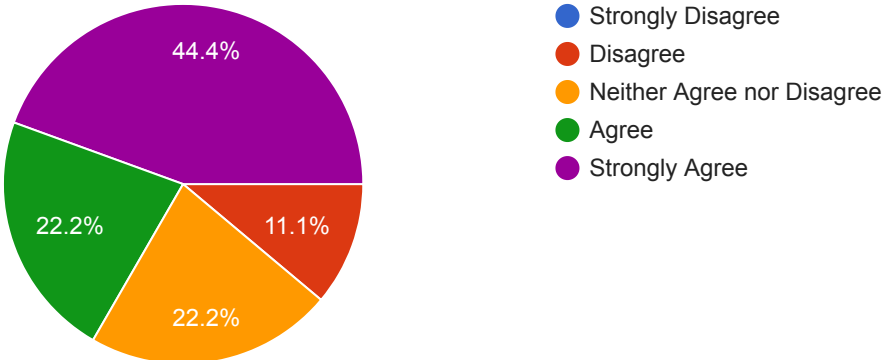
9 responses



f. Individual regents should not respond directly to media requests for information or opinions.



9 responses

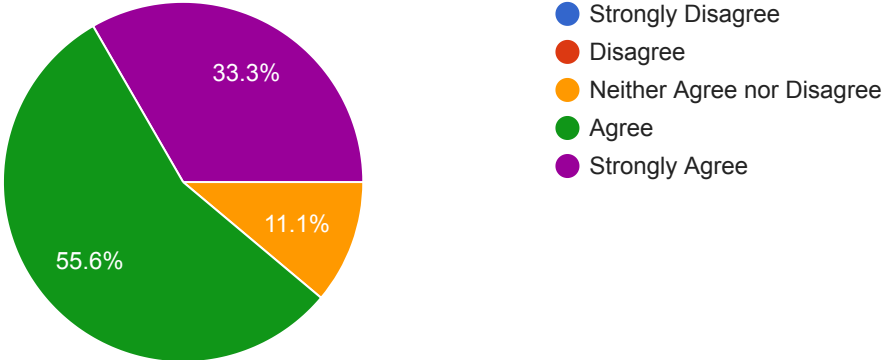




g. Each regent should support board decisions, even if they did not vote in favor.



9 responses

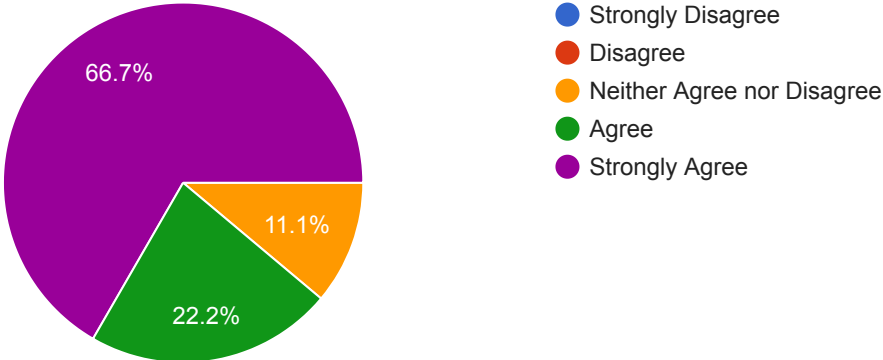


### 10. Evaluation of the Board's Performance

a. The performance of the board should be assessed on an annual basis.



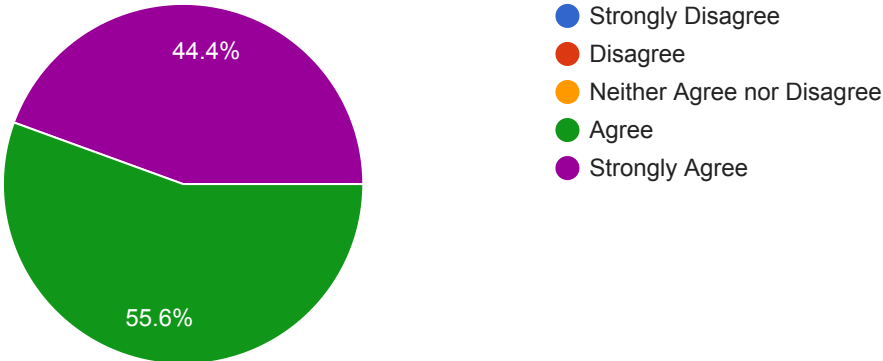
9 responses



b. The results of the board's performance evaluation should be utilized as the basis for a board performance improvement and development plan.



9 responses



Which, if any, of the ten functions of the BOR identified by the RCAC would you amend (and if so, how), or delete (and if so, why)? What, if anything, would you add?

9 responses

none

None at this time.

None

This is just a more overall comment. I think we need to encourage more input and participation from constituents in some way. I'm not saying we're not doing enough but I get so many comments from students and faculty and even community members that 'uh' (assuming admin) are so disconnected from what's 'really going on' on campuses and with students.

Would not amend any of the ten functions.

N/A

9g

Articles 1,6,9 of the RCAC's tasks of the Regents, as driven by Article X,6 of the State Constitution, are difficult to accomplish when open colloquy between Regents is trammled. The "Sunshine Law" as currently implemented discourages or in some instances prohibits a free discussion of matters which may be sensitive beyond the limits of the BoR. I am mindful of the fact that the Governor may dismiss a Regent, despite the Regent's status as Senate-confirmed, at will. Thus, a Regent has no protection equivalent to tenure. While I am unafraid of dismissal - as all of the Regents, I am an unpaid volunteer - I have seen the consequences in other settings of casual conversation or even formative debate being wrongly-interpreted by others, particularly legislators or members of the public who are not fully-informed of the obligations and capabilities of the BoR.

A Protected Group status needs to be accorded gatherings of some groups of more than 2 Regents if valuable discourse or debate is unprotected. I am insufficiently legally sophisticated to know how, but am raising my concern in service to the question. The topic itself is one that can, happily, be discussed openly in full public view.

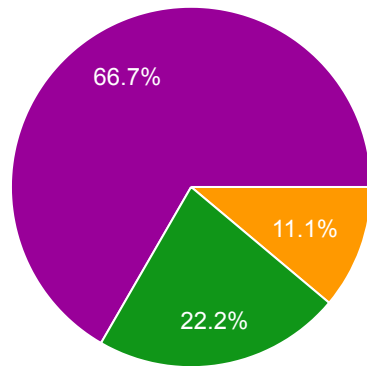
## 11. Regent Self-Reflection



a. Serving as a regent is a rewarding experience.



9 responses

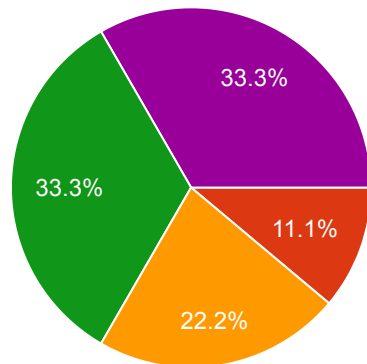


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

b. The opportunity to influence the university's performance is the main reason I wanted to be on the board.



9 responses

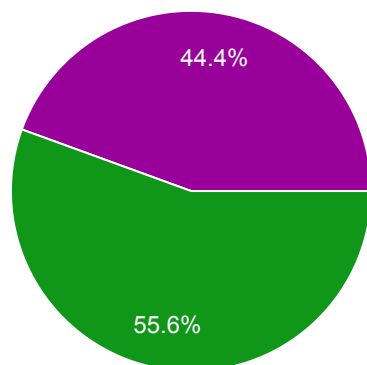


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

c. Participation on the board is stimulating.



9 responses



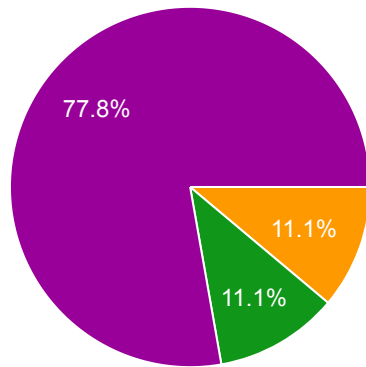
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



d. I look forward to attending BOR meetings.



9 responses

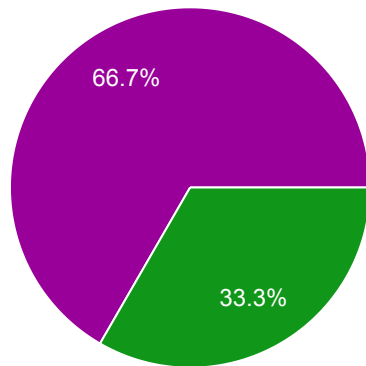


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

e. I enjoy interacting with other regents.



9 responses

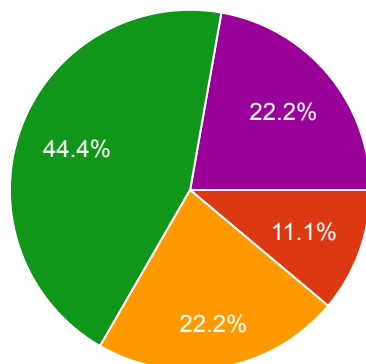


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

f. My work as a regent is appreciated.



9 responses



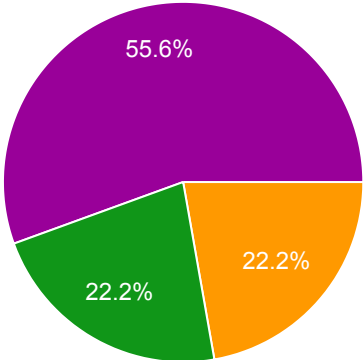
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



g. My contributions to our work are valued by my colleagues on the board.



9 responses

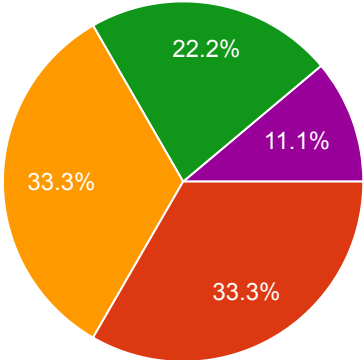


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

h. Board and committee meetings make an excessive demand on my time and energy.



9 responses

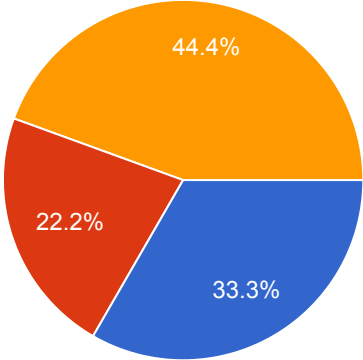


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

i. Sometimes I come to meetings underprepared.



9 responses



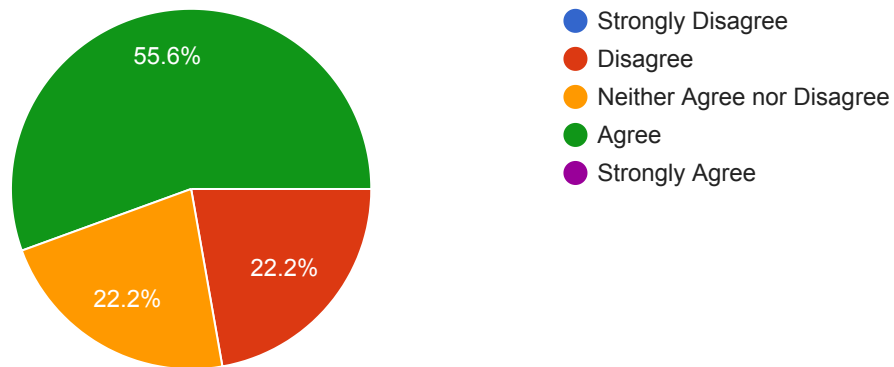
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



j. The amount of personal time I spend as a regent is reasonable.



9 responses



Comments on #11:

9 responses

None

Being underprepared - sometimes there's just not enough time between receiving testimony and materials (particularly last minute materials) to get through everything as thoroughly as I'd like.

Rewarding experience - must be taken seriously with dedication

the board responsibilities take too much time. Meetings should be more focused on strategic matters and less time on routine matters.

none

The current climate between the legislature and the University is taxing.

11.i - I not uncommonly find, after reading the documents distributed, that there are areas of research that I want to pursue further, yet run out of time. Happily, thus far I have found that all of my questions or concerns end up being raised or answered by others on the BoR, or by others present to provide testimony. ...I have also found, in over 50 years as a teacher, that knowledge facilitates the acquisition of other new knowledge; said more simply, the more I learn, the easier it is to learn more.

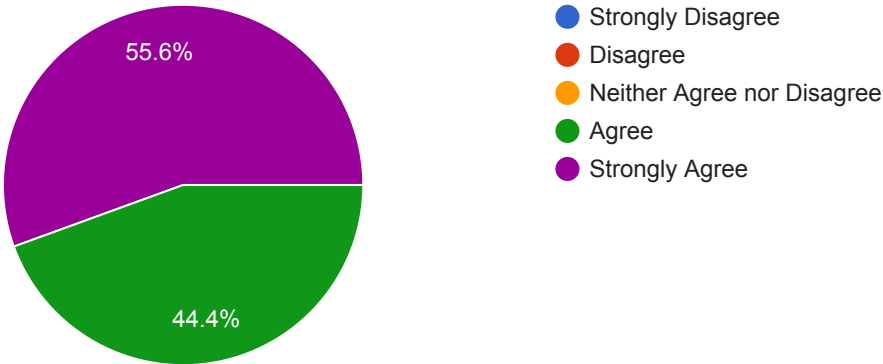
## 12. Board Performance and Culture



a. I fully understand the role and responsibilities of the board.

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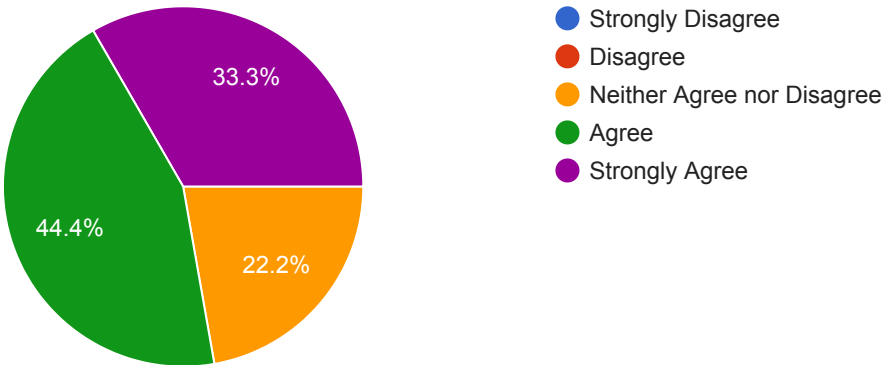
9 responses



b. The distinction between management and governance is clear.

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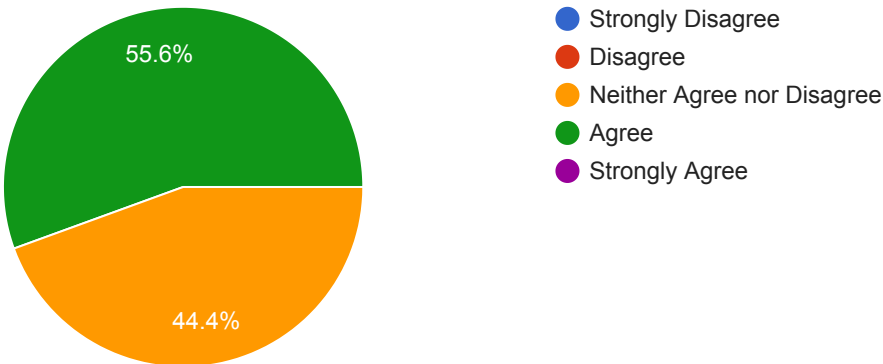
9 responses



c. I am well acquainted with my colleagues on the board.

 Copy

9 responses

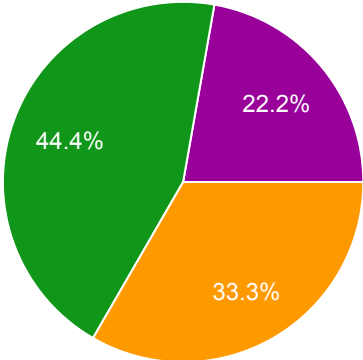




d. Regents are knowledgeable about the university system components and operations.

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9 responses

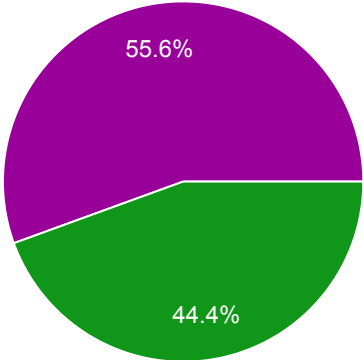


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

e. I appreciate the opportunity to interact with university administration.

 Copy

9 responses

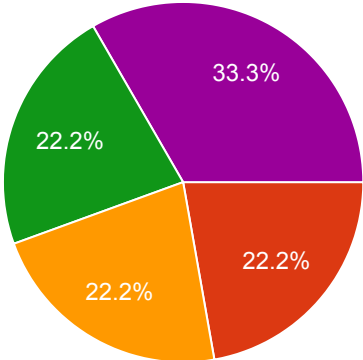


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

f. Regents are adequately informed about delegated managerial decisions.

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9 responses



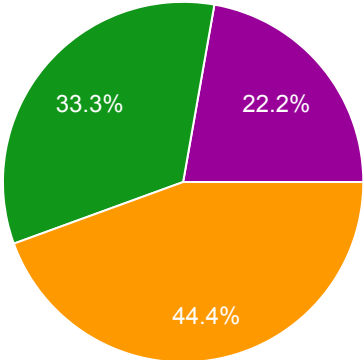
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



g. The distinction between decisions reserved to the board and those made by administration is clear.



9 responses

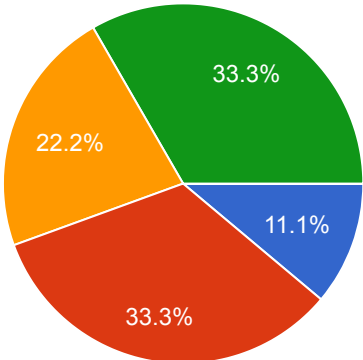


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

h. There is a good balance between time spent on accountability and time spent on strategic considerations.



9 responses

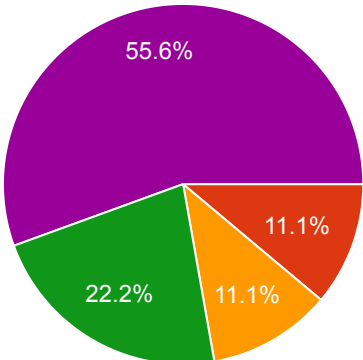


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

i. Board and committee meetings encourage participation from all regents.



9 responses



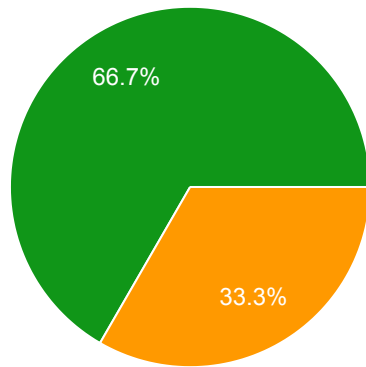
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



j. Regents spend time productively in board and committee meetings.



9 responses

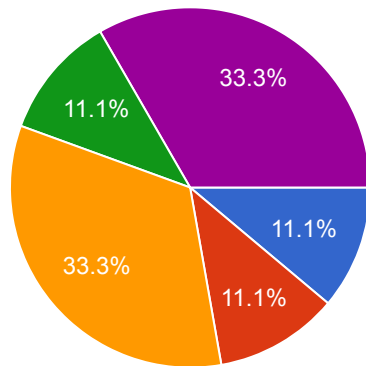


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

k. Our present committee structure serves the university well.



9 responses

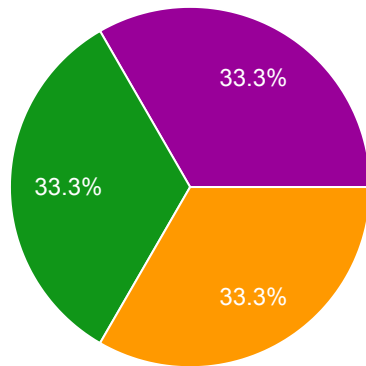


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

l. Committee assignments make good use of my special talents and background experience.



9 responses



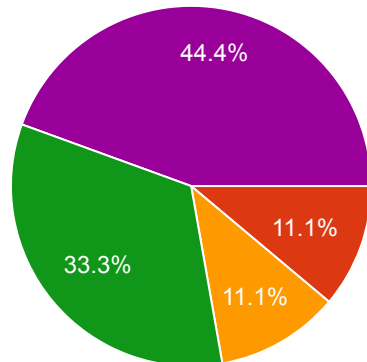
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



m. I receive adequate written materials and briefings to be well prepared for deliberations and decision making.



9 responses

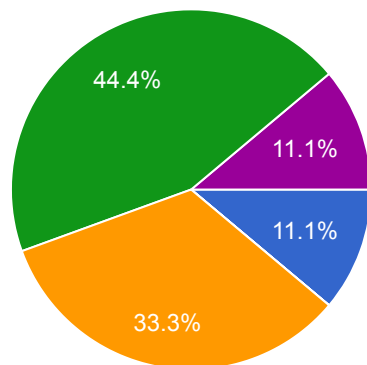


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

n. Meeting materials are provided in a timely manner.



9 responses

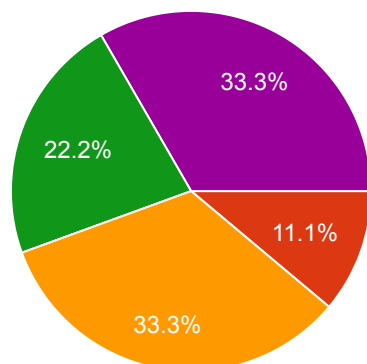


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

o. Administration provides complete, accurate, and relevant information for our decision making.



9 responses



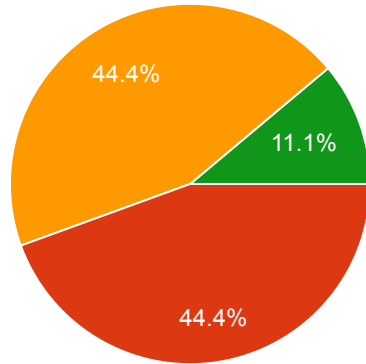
- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree








p. BOR and committee meetings are too long.

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9 responses

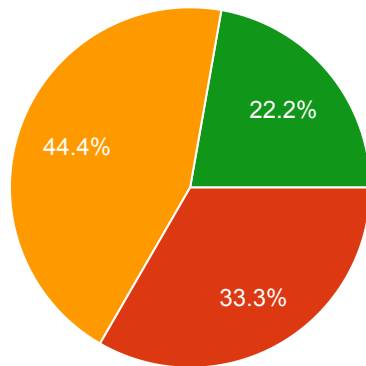







-  Strongly Disagree
-  Disagree
-  Neither Agree nor Disagree
-  Agree
-  Strongly Agree

q. A small number of regents dominate our discussions.

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9 responses

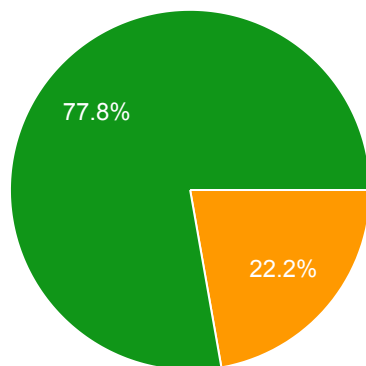







-  Strongly Disagree
-  Disagree
-  Neither Agree nor Disagree
-  Agree
-  Strongly Agree

r. Board discussions influence my final voting decision.

 Copy

9 responses



-  Strongly Disagree
-  Disagree
-  Neither Agree nor Disagree
-  Agree
-  Strongly Agree



## Comments on #12

9 responses

None

I think we do better now than before about going in circles on some discussions. I think some meetings go long because presenters don't do a good job being able to condense their information into snapshots.

A strength of the Board is its members' diversity - not merely racial and cultural differences; perspectives, interests, experience, expertise, questioning

we could do with fewer committees that spend more time on strategic matters

none

Sunshine law creates challenges to simply building relationship with other regents efficiently.

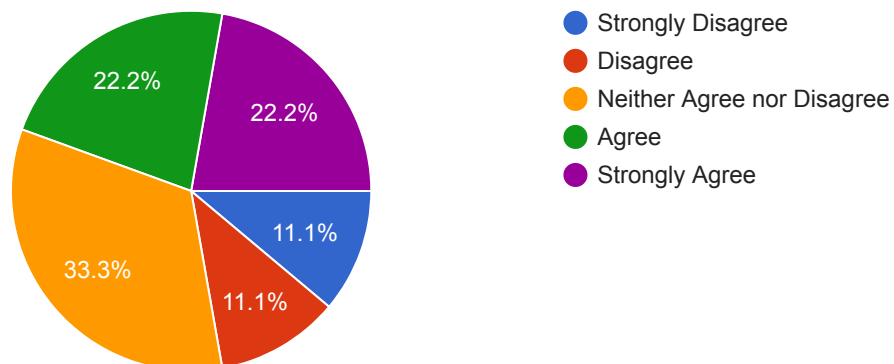
My earlier comments relating to the constraints on open expression apply (sometimes difficult to square active and productive discussion with limits imposed by the Sunshine Law), but overall my admiration for my fellow Regents and appreciation of the Administration's efforts to meet our informational needs increase with each passing meeting.

### 13. Philanthropy

a. Personal contributions of financial support is a duty of each regent.



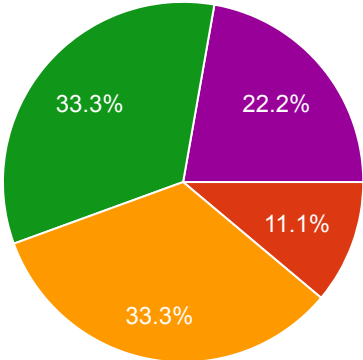
9 responses



b. It is appropriate for regents to aid in soliciting donations to the UH Foundation.



9 responses

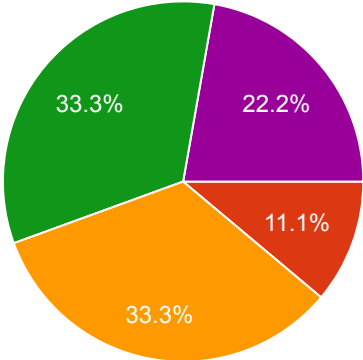


- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

c. Regents should be actively involved in fundraising by assisting with relationship building.



9 responses



- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree



## Comments on #13

9 responses

None

I think we have a responsibility to building relationships and support for the university but don't think it's appropriate for us to be actively building those relationships with the intention of soliciting financial support for the university. I think we can build relationships and bring awareness to opportunities for support but there's is a difference and a line between solicitation and awareness of opportunities.

Time, talent, and treasure

regents are not sufficiently engaged in fund-raising

none

The time commitment is intense and state laws limiting things like sporting even tickets make it unreasonable to also expect regents to contribute significantly financially. That also discourages community members from lower socio-economic backgrounds to serve, which would be a travesty.

This deserves more discussion or at least clarification. Every nonprofit Board on which I have sat has expected it's members to contribute personally to the financial stability of the institution. But that is a separate matter from solicitation. The less that a Regent is identified with donors or with money streams, the better. I am not above being accessible to a donor for discussion of University affairs and objectives, just as I am to accessible the general public; but not in matters leading explicitly to a donation.

**Thank you!!**

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**Item IV.**  
**Executive Session**

**ITEM TO BE  
DISCUSSED IN  
EXECUTIVE  
SESSION**

**R E S O L U T I O N****Honoring University of Hawai‘i Regent  
Simeon R. Acoba, Jr.**

WHEREAS, Simeon R. Acoba, Jr., was born in Honolulu, Hawai‘i, the son of immigrant parents who rose from humble beginnings to reach the pinnacle in his field of work and attain iconic status in both the legal and Filipino communities; and

WHEREAS, a graduate of Wallace Rider Farrington High School where he served as senior class president, Simeon R. Acoba, Jr., attended the University of Hawai‘i at Mānoa, where he continued to be active in student government, including serving as Vice-President of the Associated Students of the University of Hawai‘i, and earned a bachelor of arts degree with honors; and later attended Northwestern University School of Law, where he earned a juris doctorate; and

WHEREAS, following graduation from law school, Simeon R. Acoba, Jr. returned to Hawai‘i where he served as a law clerk for Chief Justice William S. Richardson, embarking on a distinguished legal career that includes engaging in the private practice of law and serving in various capacities in State government including judgeships culminating in his appointment as an Associate Justice of the Supreme Court of Hawai‘i, where he became the third Filipino-American to serve on this august body since Hawai‘i achieved statehood; and

WHEREAS, in addition to his professional accomplishments, Simeon R. Acoba, Jr. has continued to engage in the community including serving as an adjunct professor and lecturer at the William S. Richardson School of Law and Co-Chair of the Hawai‘i State Bar Association’s Judicial Administration Committee. He has also received numerous professional honors and recognitions including the Filcom Center Lifetime Achievement Award and Dwight D. Opperman Award for Judicial Excellence from the American Judicature Society; and

WHEREAS, a staunch advocate of equal justice for all, Simeon R. Acoba, Jr., was the founding Chair of the Hawai‘i Access to Justice Commission which was established to focus attention on the needs of underserved and vulnerable, low- and middle-income individuals who often cannot afford legal help, and has been instrumental in helping to create a series of centers throughout the state at which volunteer attorneys provide legal services free of charge; and

WHEREAS, Simeon R. Acoba, Jr., with the support of his wife Carolyn who is also a University of Hawai‘i alumna, has continued to display a commitment to the notion of fair and equal treatment for all by establishing an endowment at the William S. Richardson School of Law, that will afford public high school graduates with the opportunity to attend law school and achieve their dreams of pursuing a legal career; and

WHEREAS, Simeon R. Acoba’s appointment to the University of Hawai‘i Board of Regents in 2014 by Governor Neil Abercrombie, and his subsequent reappointment in 2017 by Governor David Ige, was especially fitting given his deep connections to the university, including his ardent support of UH athletics; and

# RESOLUTION

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WHEREAS, during his tenure on the Board, Regent Acoba served on a number of committees including the committees on Academic and Student Affairs; Budget and Finance; Independent Audit, for which he served as Vice-Chair; Personnel Affairs and Board Governance, for which he served as Vice-Chair; Planning and Facilities, for which he served as Vice-Chair; Research and Innovation; Intercollegiate Athletics, for which he served as Chair and Vice-Chair; as well as numerous task groups and affiliated organizations; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Regents of the University of Hawai‘i extends its heartfelt gratitude and appreciation to Regent Simeon R. Acoba, Jr., for his dedicated service, guidance, and invaluable contributions to the University of Hawai‘i and the State of Hawai‘i; and

BE IT FURTHER RESOLVED that the Board of Regents wishes Simeon a warm mahalo, and extends to him its aloha and best wishes for continued success and happiness with his wife Carolyn, and their family.

Adopted by the Board of Regents  
University of Hawai‘i  
\_\_\_\_\_, 2022

**R E S O L U T I O N****A Honoring University of Hawai‘i Regent  
Benjamin Asa Kudo**

WHEREAS, Benjamin Asa Kudo, was born in Honolulu, Hawai‘i, graduated from ‘Iolani School, and attended the University of Washington, earning a bachelor of science degree in engineering. After returning home, he attended the University of Hawai‘i at Manoa, where he obtained a Master of Business Administration from the Shidler College of Business. He would later attain a juris doctorate from Georgetown University Law Center and PhD in business from the Shidler College of Business at the University of Hawai‘i at Manoa; and

WHEREAS, prior to his illustrious legal career, Benjamin Asa Kudo worked for several major corporate institutions in Hawai‘i serving as an application mechanical engineer, senior financial analyst, and assistant vice president responsible for asset property management; and

WHEREAS, Benjamin Asa Kudo has also had a distinguished teaching career serving as an Adjunct Professor of Law at the William S. Richardson School of Law, where he taught courses in the areas of real property, land use, and water resource law, lecturer in business law at the University of Hawai‘i – West O‘ahu, and lecturer in labor law at the Shidler School of Business Management; and

WHEREAS, Benjamin Asa Kudo has held key leadership positions in a variety of organizations including the Hawai‘i Visitors and Convention Bureau, East West Center Foundation, and the Rehabilitation Hospital of the Pacific; served as general counsel for the Japanese-American Citizens League, Hawai‘i Chapter; published several articles on land-use issues; and received numerous professional honors and recognitions including the establishment of the Benjamin A. Kudo Chair of Law at the William S. Richardson School of Law, and being named one of the best lawyers in Hawai‘i by Honolulu Magazine; and

WHEREAS, in 2012, Governor Neil Abercrombie appointed Benjamin Asa Kudo to an at-large seat on the University of Hawai‘i Board of Regents, representing the island of O‘ahu, and in 2017 was reappointed by Governor David Ige; and

WHEREAS, during his tenure on the Board, Regent Kudo served on a number of committees including the committees on Academic Affairs, as well as Community Colleges (now collectively known as Academic and Student Affairs); Budget and Finance, for which he served as both Chair and Vice-Chair; Intercollegiate Athletics, for which he served as Chair; Personnel Affairs and Board Governance; Planning and Facilities, for which he served as both Chair and Vice-Chair; Research and Innovation, for which he served as Vice-Chair; and University Audits (now known as Independent Audit) for which he served as both Chair and Vice-Chair; as well as numerous task groups and affiliated organizations; and

WHEREAS, Regent Kudo served as Chair of the Board of Regents from July 2019 through June 2021, and masterfully navigated the board through uncertainty and difficult circumstances caused by the COVID-19 pandemic; he also served in the capacity of Vice-Chair for several terms; and

# RESOLUTION

---

WHEREAS, while serving on the Board, Regent Kudo played an instrumental role in tackling a number of high profile issues impacting the University of Hawai‘i including those related to Maunakea, tenure, campus space utilization, energy efficiency, and sustainability efforts, with the goal of creating positive long-term impacts on the University, all the while keeping the best interests of the University in mind; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Regents of the University of Hawai‘i extends its heartfelt gratitude and appreciation to Regent Benjamin Asa Kudo for his dedicated service, guidance, and invaluable contributions to the University of Hawai‘i and the State of Hawai‘i; and

BE IT FURTHER RESOLVED that the Board of Regents wishes Ben a warm mahalo, and extends to him and his family its aloha and best wishes for continued success and happiness.

Adopted by the Board of Regents  
University of Hawai‘i  
\_\_\_\_\_, 2022